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Cases Reported this Week.

In the Solicitors' Journal.

David Storer & Sons (Lim.), Re 620
Denver United Breweries (Lim.), Re 620
Eastern and Midlands Railway Co., Re 620
Edge, Re 620
Howe v. Robinson 620
Kershaw, Re, Whitaker v. Kershaw 619
Marks v. Beyfus and Others 619
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Skegg, Ex parte, Re Skegg 621

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Cook v. Cook 656
Cooke v. Smith 641
Guardians of Tendring Union v. Dowton and Slimon 653
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VOL. XXXIV., No. 37.

The Solicitors' Journal and Reporter.

LONDON, JULY 12, 1890.

CURRENT TOPICS.

On Monday last Mr. Justice North announced that he would not take any more witness actions during the present sittings. There are still four full weeks remaining before the Long Vacation, and at present no similar announcement has been made by other judges of the Chancery Division.

The periodical plan of asking questions in Parliament with respect to dormant funds in Chancery has been followed this session. The lists of these funds, which are published every three years in the *London Gazette*, do not afford to the general public nearly so much information as some enterprizing advertisers would desire. The principal items on which information is given are the title of the action, and of the account, and the date of the last transaction. In addition to this, information might, no doubt, be given as to the amount of the fund in court in each case; the names also of the solicitors on the record might be given, and a reference might be supplied which would enable anyone to search the records of the court and to read for himself the pleadings and proceedings in the particular action or matter. All these particulars might be furnished by the aid of the Central Office, and the authorities might even go so far as to print in the *Gazette* copies of the proceedings. To adopt such a course would be to incur great trouble and expense, which the authorities would scarcely be warranted in incurring. Their duty is obviously to afford such information as will enable claimants to make search for themselves, and this the information at present given affords sufficient facilities for doing. It is, however, no secret that the information which it is desired should be given is the amount of the fund in court. The amount of every fund in the list is therein stated to exceed £50; but no one, without shewing some necessary qualification, can ascertain the exact amount. What the enterprizing advertisers already referred to desire to know is whether there is sufficient money to pay for the trouble and expense of proving a title to the fund. This desire, although natural, is not sufficiently meritorious to move the authorities to give further assistance in the direction indicated.

It seems strange that the effect of giving a post-dated cheque on an ordinary penny stamp should still be doubted. The law, as it existed prior to the Stamp Act, 1870, was settled—at any rate, so far as regards cheques payable to order—by the decision of the Court of Queen's Bench in *Bull* v. *O'Sullivan* (L. R. 6 Q. B. 209), where it was held that a post-dated banker's cheque, payable *to order*, is available in the hands of a person who took it with knowledge that it was post-dated, and is admissible in evidence with only a penny stamp. From the judgment in this case it appears that, prior to 16 & 17 Vict. c. 59, a draft or cheque payable to order was not invalid because it was post-dated, but it required a bill of exchange stamp, the absence of which made it inadmissible in evidence (*Emanuel* v. *Robarts*, 9 B. & S. 121). The effect of section 1 of 16 & 17 Vict. c. 59, and the schedule to the Act, as construed in *Bull* v. *O'Sullivan*, was to alter the law, and make such a cheque valid and admissible if drawn on a penny

stamp, and apparently Mr. Baron BRAMWELL had previously arrived at a similar conclusion in a case at *Nisi Prius* (*Key* v. *Matthias*, 3 F. & F. 279). By section 3 of the Stamp Act, 1870, and the schedule to that Act, a bill of exchange "payable on demand" is liable to a stamp duty of one penny. The words in inverted commas appear to be as wide, or wider, than the words "to the bearer or to order, on demand" in the schedule to the Act of 1853, although, prior to *Carpenter* v. *Street* (the case in which a doubt was raised last week), there is, so far as we are aware, no express authority that a post-dated cheque payable to order is within the words of the 1870 schedule. It has, however, been held (in 1877) that a post-dated cheque payable to bearer on a penny stamp is admissible in evidence (*Gatty* v. *Fry*, 25 W. R. 305), and in this case the decision in *Bull* v. *O'Sullivan* was cited without disapproval.

WE RECENTLY expressed an opinion in these columns (*ante*, p. 482) that the County Courts Act, 1888, does not enable an interlocutory order of a county court to be reviewed on appeal, and submitted that the case of *Dinger* v. *Mathews* (88 L. T. 139), in which the contrary was held by Lord COLERIDGE, C.J., and MATHEW, J., in the Queen's Bench Division, was wrongly decided. It is satisfactory to find that we are now confirmed in our opinion by the considered judgment given in the recent case of *The Cashmere* (38 W. R. 623, 15 P. D. 121), where the question to be determined was whether, in admiralty cases tried in the county court, interlocutory orders can now be made the subject of appeal, *without leave*, under section 120 of the County Courts Act, 1888, or whether section 26 of the County Courts Admiralty Jurisdiction Act, 1868, which provides that an appeal may be made to the High Court of Admiralty by permission of a judge of a county court, still applies. In deciding that such an appeal is still wholly governed by the Act of 1868, and that its express provisions are in no way altered by section 120 of the County Courts Act, 1888, BUTT, J., said: "I should have been inclined to think that even if these words of the general County Courts Act of 1888 [s. 120] gave a right of appeal in interlocutory orders, without leave of the judge, still they would not repeal or alter the provisions of the County Courts Admiralty Jurisdiction Act, 1868; *but it seems to me that the words of the Act of* 1888 *apply to proceedings at the trial and to an appeal from a final judgment, and have no reference to interlocutory orders of a county court. In this opinion I am confirmed by the case of* Carr *v.* Stringer (E. B. & E. 123), *where the Court of Queen's Bench held that the words of section* 14 *of* 13 *&* 14 *Vict. c.* 61, *which are very similar to the words in the Act of* 1888, *gave no jurisdiction to entertain an appeal from the decision of a county court on an interlocutory matter such as the taxation of costs. I am authorized to say that the president agrees with this view.*" It is, of course, to be regretted that this decision was given in ignorance of the case of *Dinger* v. *Mathews* (*suprà*), which does not appear to have been cited at the bar, and is certainly not referred to in the judgment. Still, we doubt whether the court would have concurred in the views there expressed by Lord COLERIDGE, C.J., and MATHEW, J., which, we venture to think, are at variance with the intention of the Legislature as expressed in section 120 of the County Courts Act, 1888.

WE OBSERVE that, according to one learned author (Heywood's Annual County Court Practice, 1890, p. 391), section 122 of the Act must be taken to extend the right of appeal to interlocutory orders, even if section 120 has not this effect, because it confers on the High Court power, on the hearing of an appeal from the county court, "to make a final *or other order* on such terms as the High Court may think proper to insure the determination on the merits of the real questions in controversy between the parties." It is, however, submitted that this section was not framed with any idea of extending the right of appeal, which it assumes to exist already by virtue of section 120, and that the powers conferred by section 122 upon the High Court can only be exercised in cases where there *is* a right of appeal under section 120, and not otherwise. This construction may, indeed, be somewhat difficult to reconcile with the decision given in *Jonas* v. *Long* (35 W. R. 169, 20 Q. B. D. 423), where it was held that the 18th section of the County Courts Act, 1865, which gave the Appeal Court, in cases within the equitable jurisdiction of the county courts, power to make "*such final or other decree or order as it shall think fit*," conferred a right of appeal from interlocutory orders. But it is to be noticed that while the last named statute dealt with the right of appeal from the county court and the powers of the High Court on appeal in one and the same section (section 18), the County Courts Act, 1888, deals with these two subjects by separate sections (sections 120 and 122), a difference in the mode of treatment of these subjects which, it is submitted, may be taken to indicate that the Legislature intended the two subjects to be kept distinct the one from the other, so as to prevent such an interpretation being again adopted as that to which effect was given in *Jonas* v. *Long* (*suprà*). Moreover, section 18 of the County Courts Act, 1865, expressly gave a right of appeal in any "*suit*" or "*matter*," a form of expression which, apart from any restricting interpretation clause, clearly gave a right of appeal from interlocutory orders. But, as we have previously pointed out (*ante*, p. 482), the meaning of the word "*matter*," in section 120 of the County Courts Act, 1888, is so narrowed by the interpretation clause as to exclude the notion that it was introduced by the Legislature for the express purpose of enabling the High Court to entertain appeals from interlocutory orders made by county court judges. Upon the whole, therefore, we submit, that, to allow section 122 to enlarge the right of appeal already given by section 120 of the County Courts Act, 1888, would be to violate one of the recognized canons of construction which govern the interpretation of statutes—namely, that a right of appeal must be conferred by express words, and cannot be given by mere implication (Wilberforce's Statute Law, p. 43).

IN A RECENT CASE of *Guardians of Tendring Union* v. *Dowton* (*ante*, p. 566), it was decided that a charge under the 257th section of the Public Health Act, 1875 (38 & 39 Vict. c. 55), extended to the "whole proprietorship" of the land, and not to any particular portion thereof. The charge was declared to be a charge "*on the premises*," not merely on the estate of the owner in fee simple, and therefore, where the land was subject to restrictive covenants, the court directed a sale for the purpose of enforcing the charge free from the covenants. For the purpose of avoiding the consequent loss to the person entitled to the benefit of restrictive covenants, a correspondent (in a letter which we publish elsewhere) suggests that in building leases and grants at a fee farm rent there should be inserted (1) a covenant by the lessee or purchaser to execute all works required by the local authority; (2) a power for the lessor or vendor to do such works, if necessary, and to repay the authority for doing them; and (3) a charge on the property for the money thus paid, such charge to be deemed a mortgage within the meaning of the Conveyancing Act, 1881. The cases of grants at fee farm rents and leases for years require separate consideration. There appears to be no objection to the course suggested by our correspondent in the latter case. We may, however, point out that in the case of a building lease the power of re-entry on breach of covenant is a more efficacious manner of enforcing the performance of the covenant than the scheme he suggests. If the lessee covenants for himself "and his assigns" to execute any works required by the local authority (see the form 1 K. & E., 3rd ed., p. 726), and the performance and observance of the covenant are enforced by the proper proviso of re-entry, it is pretty certain that the works will be performed by the lessee, and in case of his omission to do them the lessor can evict him. The case of covenants of this nature inserted in a grant in fee simple reserving a rent is very different. The benefit of the covenant cannot run at law (though it may in equity) with the rent; and an affirmative covenant to lay out money on the land cannot be enforced against the assigns of the covenantor, though with notice. Of course, such a covenant will be good, and be capable of being enforced after any length of time against the representatives, as distinguished from the assigns, of the covenantor, but as it does not (as above stated) run with the rent, it may happen that the person having power to enforce it will have no interest in the land or rent, and will therefore be able to recover nominal damages only for the breach. It follows that while such a covenant may be effectual during the first few years after the grant—*i.e.*, before the land or the rent have been parted with by the persons who respectively took them under the grant in fee farm—its efficacy cannot be relied upon afterwards. A power to the owner of the rent to re-enter and do the works would

probably be bad, unless its exercise is restricted to lives in being and twenty-one years. By taking a sufficient number of well-known lives (in practice we have often taken the lives of her Majesty and her issue now living) a power of re-entry, restricted as above mentioned, will probably remain exercisable during nearly a century, and therefore will be found useful. No charge for expenses incurred by the owner of the rent in doing the works can be safely made to arise after the expiration of a like period. The authorities on these points are collected at 1 K. & E., 3rd ed., p. 324, note, where other suggestions will be found for enforcing covenants entered into on the grant of land at a fee farm rent.

THE PROVISIONS relating to stamps contained in the Customs and Inland Revenue Act, 1890 (which came into operation on the 9th of June), are not numerous or important. Section 18 rectifies an omission in the Act of 1888 as to the stamps on certain securities. By section 21 of the Act of 1885 securities for money given in respect of a loan raised by any company or corporation, and transferable by delivery, are chargeable with a stamp duty at the rate of one shilling for every ten pounds and fractional part of ten pounds of the money thereby secured; and when a security is given in substitution for any such security, the duty on it is at the rate of sixpence for every twenty pounds and fractional part thereof. When, in 1888, by section 12 (2) of the Customs and Inland Revenue Act of that year, the new duty was imposed on the first transfer in each year of money securities transferable by delivery, inasmuch as this would have affected securities already stamped under the Act of 1885, a proviso was added that it should not be payable in respect of securities "duly stamped" under section 21 of that Act "with the duty of one shilling for every ten pounds." Nothing was said, however, about the substituted securities which bore only the lower rate of duty, and they were thus left liable to pay, in addition, the duty on transfer. This omission is now remedied, and a substituted security is to be deemed, for the purposes of the proviso to section 12 (2) of the Act of 1888, to be duly stamped with the duty of one shilling for every ten pounds if it is stamped as a substituted security under the Act of 1885, and also bears an impressed stamp shewing that the security for which it was substituted was itself duly stamped. The effect is thus to make it clear that substituted securities, stamped with the duty of sixpence for every £20 of value, are not to be liable in addition to transfer duty. Section 19 of the new Act carries into effect the proposal of the Chancellor of the Exchequer with regard to the duty on apprenticeship indentures. The old *ad valorem* duty of 5s. for every £5 of the premium is abolished, and, instead, there is chargeable on all indentures the stamp duty of 2s. 6d. formerly chargeable in cases where there was no premium. Section 20 imposes a uniform duty of 1d. on policies of insurance, under which payments, periodical or otherwise, are to be made during sickness or incapacity from injury, distinguishing them thus from life policies with their *ad valorem* duty. Section 21 exempts from duty bills of exchange drawn in the United Kingdom for the sole purpose of remitting money to be placed to any account of public revenue.

THE DECISION of STIRLING, J., in the case of *Pearks* v. *Eames* (reported elsewhere) appears to shew that the courts will not be slow to exercise the compulsory power of referring the whole of a cause, conferred upon them by section 14 of the Arbitration Act, 1889. This relates to cases requiring prolonged examination of documents or scientific or local investigation, which cannot, in the opinion of the court, be made before a jury or conducted by the court through its ordinary officers: and also to cases in which the question in dispute consists wholly or in part of matters of account. The corresponding power given by section 57 of the Judicature Act, 1873, allowed only of the reference of particular questions or issues of fact, and in *Longman* v. *East* (3 C. P. D. 142) the Court of Appeal refused to permit it to be used for the purpose of referring the whole action. A power of doing this, with the consent of the parties, was, however, conferred by section 9 of the Judicature Act, 1884, and in that case the official referee was empowered to direct in what manner the judgment of the court should be entered, and to exercise the discretion of the court as to costs. But these provisions are now replaced by section 14 of the Arbitration Act, 1889, which gives the court power, in the above cases without any regard to the consent of the parties, and in all other cases with their consent, to order "*the whole cause or matter*, or any question or issue of fact arising therein" to be tried before a referee or arbitrator, and his report or award is, under section 15 (2), to be equivalent to the verdict of a jury. Where the whole cause is referred, the referee will in general settle points of law for himself, but, by section 19, he is at liberty to state them in the form of a special case for the opinion of the court, and, if directed by the court, is bound to do so. Under the old system, when only questions or issues of fact "arising in" a cause or matter could be referred, it was held in *Weed* v. *Ward* (37 W. R. 406, 40 Ch. D. 555) that it must be made clear that the question or issue would necessarily arise. Otherwise, of course, the expense of the reference might be quite thrown away. The present system allows of more elasticity, and since, when the cause gets before the referee, he has power to deal with the whole of it, he is under no obligation to proceed with inquiries which, in his opinion, would be useless. In the present case accordingly, although the question of fact might turn out to be immaterial, STIRLING, J., thought that he had a discretion to direct the reference, while, at the same time, he exercised his power under section 19 of directing points of law to be stated for the opinion of the court. The result seems to shew that, when a cause as a whole is to be referred, the court will not nibble at it by settling preliminary points of law, but will prefer to send it to the referee intact, even though such a course may result in these points coming back forthwith in the form of a special case.

EVERY PRUDENT MORTGAGEE will, if possible, obtain the legal estate and the title deeds; if he does not he runs the risk of being defeated by a subsequent mortgagee who advances his money without knowing of the prior mortgage. It has sometimes been said that gross negligence must be proved in order to postpone a legal mortgagee, but that a much less amount of negligence, such as mere carelessness or want of prudence, would suffice to postpone the first of two equitable mortgagees. Persons who used that language must have had a superstitious reverence for the legal estate. We suppose that an equitable mortgagee who loses his money feels as great a pang as a legal mortgagee who is in the same unlucky predicament, and it would be extremely hard to inflict this loss on him merely because he has been careless, in cases, at least, where his want of care has not been so great as to make him responsible for the fraud inflicted on, and therefore for the loss incurred by, the second mortgagee. Mr. Justice KAY has taken this most reasonable view of the position of the first equitable mortgagee in a recent case of *Taylor* v. *Russell* (W. N., 1890, p. 133). He said, according to the *Times*, "The mortgagee says, I want my money; whether you take from me the legal estate, or only an equitable estate, the effect to me is precisely the same; you take from me the money I have advanced. If I have the legal estate, equity will not deprive me of my money on the ground of negligence, unless it be gross and wilful. Why should it deprive me of it for less negligence when I have the first equitable estate, which *prima facie* entitles me to priority as much as the possession of the legal estate would do?"

WE HAVE for some little time been apprehensive that one source of constant interest and entertainment would disappear. We feared that the headnotes prefixed to the law reports in the *Times* were becoming dull and commonplace. Judge, therefore, of our delight when this week we came across two productions of the highest excellence—not surpassed, we venture to say, by any previous efforts. The first was prefixed to a report of *Reid* v. *Joannon*, and was in the following terms:—

"This case raised a new question, never yet distinctly determined, whether company 'debentures' are within the Bills of Sale Acts so as to require to be registered like bills of sale."

The only omission in this comprehensive head-note is the lack of the date of the statute repealing, and directing to be absolutely obliterated from memory, section 17 of the Bills of Sale Act, 1882, and the decisions thereon. The next specimen is of a different description, and is prefixed to the report of the divorce case of *Brooks* v. *Brooks*. It is as follows:—

"The letters from the co-respondent to the respondent in the second of the suits, which formed the leading topic of comment by counsel in the case, are probably unique in their terms, considering they were addressed by a young man of twenty-four to a lady of over forty, that lady being the wife of his uncle."

CAN AN INJUNCTION BE GRANTED TO RESTRAIN A MARRIED WOMAN FROM BREAKING A CONTRACT MADE AFTER MARRIAGE?

We know of no reported case deciding the question which we have placed at the head of this article. More than a twelvemonth ago we heard of a case in chambers in the Queen's Bench Division in which a married woman had taken a lease of a house with a restrictive covenant and had broken the covenant. The judge before whom it came entertained no doubt of the power of the court to grant an injunction, and the case went no further. Nevertheless, it appears to us to be very difficult to make out how the court has jurisdiction to make such an order.

It is clear that prior to the Judicature Act a married woman was under no liability at common law for any contract made by her after marriage, and in equity her separate property alone was liable, and no personal order could be made against her. In *Francis* v. *Wigzell* (1 Madd. 258, Feb., 1816) a vendor brought a bill against a husband and wife praying that they might be decreed specifically to perform an agreement made by them for purchase of an estate. He interrogated the wife as to her separate property. A demurrer to this interrogatory was allowed, on the ground that the bill merely asked for a personal order against her; and, whether she had or had not separate property, no such order could be made.

Now how has the liability of a married woman on her post-nuptial contracts been altered by recent legislation? We find nothing in the Married Women's Property Acts, 1870 and 1874, affecting it in any way, except that certain classes of property, which formerly vested in the husband, were made the wife's separate estate. We next scrutinize the Judicature Acts, and find that the doctrines of equity respecting married women were thereby imported into the common law, a rule being added enabling them to sue or defend, by leave of the court, without either husband or next friend, on giving security for costs if required (Rules of 1875, ord. 16, r. 8).

We must turn, therefore, to the Married Women's Property Act, 1882, to find any material alteration of the law. That Act was carefully considered by Lord Esher and Bowen and Fry, L.JJ., in the case of *Scott* v. *Morley* (36 W. R. 67, 20 Q. B. D. 120, Nov., 1887). Judgment had there been signed against a married woman for payment of a debt contracted by her after marriage; and, payment not being made, a further order was made by the vacation judge for her committal to prison. From this order she appealed, and the appeal was allowed. Lord Esher, in giving judgment, said: "But then arises the question—What is now the position of a married woman in respect of a liability to which she was not subject at common law, but which has been imposed upon her solely by the Married Women's Property Act, 1882? The liability is imposed by sub-section 2 of section 1 of that Act, which provides that '*a married woman shall be capable of entering into and rendering herself liable on any contract.*' That must mean that a woman shall, after she is, and whilst she is, married, be capable of entering into and rendering herself liable upon any contract. She could enter into a contract before the Act, and therefore the Act must mean that she shall be capable of entering into a contract so as to render herself liable upon it. A liability is thus imposed on her which did not exist either at law or in equity before the Act. If sub-section 2 had stopped there, I should have thought that the same consequences would follow as in the case of a contract entered into by a *feme sole*. If no remedy were given by the Act for a breach of the contract, the remedy must be that common law remedy which is applicable to the case. But, if a remedy is given by the statute which imposes the new liability, that must be the only remedy. Sub-section 2 goes on to provide that the woman shall be capable of rendering herself liable '*in respect of, and to the extent of, her separate property,*' and '*of suing and being sued either in contract or in tort or otherwise, in all respects as if she were a feme sole, and her husband need not be joined with her as plaintiff or defendant, or be made a party to any action or other legal proceeding brought by or taken against her*' (that again alters the law); '*and any damages or costs recovered against her in any such action or proceeding shall be payable out of her separate property, and not otherwise.*' That is, the damages recovered are not to be payable by the married woman; they are to be payable out of her separate property. It seems to me that the judgment in such an action ought to follow the words of the Act. The damages to be recovered are to be payable out of the woman's separate property, or they are to be recovered against her, but are to be payable only out of her separate property. This section really imposes a new liability on a married woman at law, which will produce the same result as was before the Act produced in equity" (20 Q. B. D. 125, 126, 36 W. R. 68).

Lord Justice Bowen was equally explicit. He said: "Sub-section 2 of section 1 says that a married woman shall be capable of *rendering herself liable in respect of and to the extent of her separate property on any contract.* It appears to me that these words, taken in their natural sense, do not create any personal liability; they only subject the married woman to a proprietary liability. I think that a judgment recovered against a married woman by virtue of these earliest words would not subject her to a personal liability as distinguished from a liability in respect of property." And after reading the end of the same sub-section, he added: "The only means of satisfaction of the judgment there indicated are to be found in her property, and not in her person. . . . Such a judgment is not like a judgment for a debt at common law, and it seems to me, therefore, that if the Debtors Act had not been passed it would not have given the creditor any right to take the woman's body in execution." Lord Justice Fry followed to the same effect, stating that the judgment created no general personal liability.

These judgments appear to limit the effect of section 1, sub-section 2, of the Married Women's Property Act, 1882, to merely dispensing with the necessity of making the husband a party to the action; for prior to that Act the practice had come to prevail of dispensing with the presence of any trustees in an action by a creditor, and directing an inquiry whether the married woman had any separate property: *Collett* v. *Dickenson* (11 Ch. D. 687, April, 1879). But we find from the report of the argument in *Scott* v. *Morley* (p. 123) that the creditor's counsel argued that, "if a married woman can only bind her separate property, the Act has not enabled her to do anything which she could not have done before." So that the judges had this point pressed upon them and deliberately decided against it.

There are, indeed, some passages in Lord Esher's judgment which are not borne out by the result at which he arrived. In one place he says that a liability is imposed on a married woman which did not exist either at law or in equity before the Act; and in a later sentence he treats the Act as introducing at law a liability which previously existed only in equity. But it appears to us that the liability under the Act, as defined by the judgments given and the form of order drawn up (36 W. R. 69, 20 Q. B. D. 132) is precisely that which had long existed in equity, and was introduced into law by the Judicature Acts; the only difference being that all separate property is now bound, and not only that which existed at the date of the contract; but this extension is expressly provided for by sub-section 8 of section 1 of the Married Women's Property Act, 1882.

Anyhow, in the face of the judgments in *Scott* v. *Morley*, it seems to be very difficult to hold that an injunction can be properly granted against a married woman on a contract made after her marriage; and it seems to follow of necessity that, if it is granted, it cannot be enforced by committal, but only by sequestration of her estate.

REFUNDING BY LEGATEES.

The decision of the Court of Appeal in *Re Kershaw, Whitaker* v. *Kershaw*, which we report elsewhere, is an illustration of a doctrine which, in its various applications, is attended with not a little complexity. The persons who are interested in a testator's personal estate are the creditors and legatees. As long as the estate remains in the hands of the executor, it is to him only that they can look for payment. But when, in prejudice of the rights of the creditors or of some of the legatees, the executor has handed over the estate to

other legatees, fresh rights may be acquired. Their natural course is still to come upon the executor, and if he is solvent he will have to pay their claims. In this case the question will arise how far he can, in his turn, proceed against the overpaid legatees and compel them to refund; while, should he be insolvent, it will be necessary for the creditors and other legatees to consider their power of proceeding against them directly.

When an executor has once voluntarily paid any legacy, the law makes against him a presumption, incapable apparently of being rebutted, that the assets are sufficient to pay all legacies. Of this presumption the legatee is entitled to take advantage, and he cannot, at the suit of the executor, be called upon to refund. The point was regarded as an open one in *Noel* v. *Robinson* (1 Vern. 94), but an opinion adverse to the executor was expressed in *Newman* v. *Barton* (2 Vern. 205), and in *Orr* v. *Kaimes* (2 Ves. sen. 194) STRANGE, M.R., laid down the rule, not since departed from, that, "whenever an executor pays a legacy, the presumption is that he has sufficient to pay all legacies; and the court will oblige him, if solvent, to pay the rest, and not permit him to bring a bill to compel the legatee whom he has voluntarily paid to refund." But, if the payment is not voluntary, but has been made in pursuance of a decree obtained by the legatee, the rule is different, and he will have to refund: *Newman* v. *Barton* (*suprà*). In this case there is obviously no ground for raising such a presumption against the executor. Where, again, the overpayment has been due to a mistake on his part, the law appears to adopt a middle course. What has actually been paid is regarded as gone, and the executor has no claim upon it. But if he still retains in his hands funds in which the legatee has an interest, he may reimburse himself out of these. The first point was regarded by JESSEL, M.R., in *Hilliard* v. *Fulford* (4 Ch. D. 389) as free from doubt. An executor had by mistake divided the residue among five persons instead of six, and, in holding him liable to make the sixth share good with interest at four per cent. from the time of distribution, the Master of the Rolls said, "Of course you cannot make those other residuary legatees pay back anything." But of reimbursement out of undistributed funds there are several examples. In *Livesey* v. *Livesey* (3 Russ. 287) an executrix who had made mistaken payments to an annuitant for two years before he attained twenty-one, the age when the annuity was to commence, was allowed to retain them out of future payments, and a similar principle was followed in *Cooper* v. *Pitcher* (4 Hare, 684).

Where an executor has notice of a debt and yet pays the legatee, the same principle, of course, applies as in the former case. This is an admission on his part that the assets are sufficient to pay both the debt and the legacy, and he cannot call on the legatee to refund. But a distinction must be drawn between a debt and a mere liability, and this was done by JESSEL, M.R., in *Jervis* v. *Wolferstan* (L. R. 18 Eq. 18). "I have looked through many cases," he said, "and I have asked for the assistance of the bar, and I cannot find the rule stated in wider terms than these, that the executor cannot recover from a legatee a payment made with notice of a debt." There, as in the recent case of *Re Kershaw*, there was at the time of distribution no debt, but only a liability in respect of unpaid calls on shares, and it was held that knowledge of this did not prevent the executors, when the liability matured into a debt which they were called upon to pay, from requiring the legatees to refund. Of course, the result of an opposite decision, as was pointed out formerly by JESSEL, M.R., and now by COTTON, L.J., would be immensely to delay the distribution of estates. Not only a liability of the above kind, but any other possible claim that might arise, as, for instance, claims on covenants in a lease which the testator had assigned, would compel the executors to keep in their hands assets sufficient to meet them. It was settled, however, in *Jervis* v. *Wolferstan* in favour of the legatee, that as a man may reasonably spend the income of money which he has received, the executor could not recover any interest. This is similar to the rule laid down by Lord ELDON, C., in *Gittins* v. *Steele* (1 Swanst. 199) in a case where an erroneous payment was recalled. Interest, he said, was only to be charged where the legatee was entitled to another fund bearing interest, and not yet paid to him, out of which it could be taken.

An executor, then, who finds himself liable to pay either legacies or debts, has only a very limited right of calling upon a legatee to refund, but, of course, quite different considerations apply when a creditor, failing to get satisfaction out of the executor, seeks to follow the testator's estate, and his right to do so is laid down in the most unqualified terms. "It is certain that a creditor shall compel the legatee to refund": *Noel* v. *Robinson* (*suprà*). "A creditor shall follow the assets in equity into whosesoever hands they come": *Newman* v. *Barton* (*suprà*). In *Fordham* v. *Wallis* (10 Hare, 217) this was put on the ground that payment by the executors to legatees, while the debts remained unpaid, was a breach of trust, and consequently the legatees, who took simply as volunteers, could not set up the Statute of Limitation, this not having run in favour of the executors. In *Marsh* v. *Russell* (3 M. & Cr. 31), Lord COTTENHAM, C., stated that it was the old practice to oblige the legatee to give security to refund in case any further debts were discovered, but that, although this had been discontinued, the personal liability of the legatee still remained. Of course the creditor can follow the funds into the hands of all who take as volunteers from the legatee, and in this case they were followed into the hands of the legatee's residuary legatee. And where the residuary legatee is insolvent the creditor is entitled to claim the whole amount of his debt from any other legatee. In *Davies* v. *Nicholson* (2 De G. & J. 693), where a specific legacy and the residue had both been paid, and the creditor had failed to obtain payment from the residuary legatee, he was held entitled to be paid in full by the specific legatee. A similar case occurred in *Noble* v. *Brett* (24 Beav. 499), where executors, under directions contained in the will, transferred legacies into the joint names of themselves and infant legatees, and then paid away the residue to the residuary legatee. Subsequently, a debt, of which the executors had been ignorant, was established against the estate, and, the residuary legatee being insolvent, payment was directed out of the legacies so retained. The right of the creditor is not precluded by a decree in an administration action, and although the executors are protected, he may still sue the legatees, and so bring back the fund. But in *Gillespie* v. *Alexander* (3 Russ. 136), a special rule applicable to such a case was introduced different from that applied in the two cases last referred to where the distribution had taken place out of court. An apportionment had been made of the fund in court, and part of it had been paid over, the remainder being carried to the account of particular legatees. Under these circumstances it was considered unjust that the fact of the legacies still being in the hands of the court should expose them to liability to pay in full the creditor's demand, and it was held that he could only recover out of them a proportionate part of his debt. The creditor's right to follow assets being, however, merely equitable, it is subject to any consideration which would make it inequitable for the court to enforce it. In *Ridgway* v. *Newstead* (3 De G. F. & G. 474) a mortgagee from the testator, who had for many years received his interest from the devisee of the mortgaged premises, was not allowed, when these were finally sold for a sum insufficient to pay him, to come upon the legatees, and the same principle was acted upon in *Blake* v. *Gale* (34 W. R. 555, 32 Ch. D. 571), where a mortgagee under similar circumstances was considered to have assented to the distribution of the estate among the residuary legatees. The chief ground in these cases for refusing help to the creditor is, that during the period when he has neglected to enforce his remedies the position of the legatees has been altered. It is, perhaps, not quite settled how far, without any such delay, he is barred as against a purchaser from the legatee. *Dilke* v. *Broadmead* (2 De G. F. & J. 566) shews that the purchaser is protected against liabilities of which he had no notice, and which only ripen into debts subsequently to the purchase. And although in *Noble* v. *Brett* (*suprà*) it was held that a purchaser of a legacy not yet paid was not protected, an opinion was intimated that the creditor could not follow assets into the hands of a purchaser of a legacy which has been paid or delivered.

The right of an unpaid legatee to call upon a paid legatee to refund is, of course, inferior to that of the creditor. Indeed, an opinion was expressed in *Newman* v. *Barton* (*suprà*) that, where the payment had been made voluntarily, the unpaid legatee stood in no better position with regard to refunding than the executor. It has long been settled, however, that, where the estate was originally insufficient to pay all the legacies, and the executor pays one in full, then, in the event of the executor's insolvency, the unpaid legatees shall call upon the paid legatee to refund: *Orr* v. *Kaimes* (*suprà*) and *Edwards* v. *Freeman* (2 P. Wms. 447). Where, on

the other hand, the assets were originally sufficient, a different rule prevails, and the paid legatee is entitled to keep what has been paid to him before the loss to which the deficiency is due took place: *Walcot* v. *Hall* (2 Br. C. C. 305) and *Anon.* (1 P. Wms. 495). Modern instances of this are afforded by *Peterson* v. *Peterson* (L. R. 3 Eq. 111) and *Fenwick* v. *Clarke* (10 W. R. 636, 4 De G. F. & J. 240). In the latter case the executors paid all the legacies which were given absolutely, and left the remaining cash in hand in a bank, intending to invest it in a mortgage which they were negotiating. Before this had been done, the bank failed, and the estate was then not sufficient to pay the rest of the legacies in full. It was held that no claim to contribute to the loss could be made upon the legatees who had been paid, the assets having been originally sufficient for the payment of all the legacies in full. Where a payment has been made to one legatee by mistake, it is clear that the others interested have a right to have the overpayment made good out of other funds to which the legatee is entitled, and which are not yet distributed: *Downes* v. *Bullock* (25 Beav. 54) and *Dibbs* v. *Goren* (11 Beav. 483); and in some cases it appears that they can require restitution: *Harris* v. *Harris* (29 Beav. 110).

The case of *Re Kershaw*, besides usefully maintaining the decision of JESSEL, M.R., in *Jervis* v. *Wolferstan* (*supra*) that knowledge of a contingent liability in respect of calls on shares does not disentitle the executor to call upon the legatee to refund in the event of the liability ripening into a debt, also shews that free use will be made of the words "*or otherwise*" in section 1 (2) of the Married Women's Property Act, 1882, for the purpose of making the liability of a married woman equivalent generally to that of a *feme sole*. In the present instance it was said that the liability to refund could not be based upon any contract, and was therefore one from which the married woman, who was a volunteer under the legatee, was exempt. It seems, however, a case which the general words referred to above are quite sufficient to cover, and so the Court of Appeal held.

REVIEWS.

KEY AND ELPHINSTONE'S CONVEYANCING.

KEY AND ELPHINSTONE'S COMPENDIUM OF PRECEDENTS IN CONVEYANCING. THIRD EDITION. By THOMAS KEY, assisted by C. HERBERT BROWN and ALFRED HULL DENNIS, Barristers-at-Law. Two Vols. Sweet & Maxwell (Limited).

We regret that pressure on our space prevents us this week from doing more than calling attention to the issue of the long expected new edition of this work. The delay in its appearance is accounted for in the preface by the labour of re-editing a book into which so great a mass of matter is compressed; considering the work involved in the thorough revision which both precedents and notes have received, the wonder is that the new edition should have already seen the light. The volumes not merely contain a most extensive collection of precedents, but the notes constitute a kind of condensed conveyancer's library. The net result of our examination of the work may be expressed in a few words—more useful than ever to the experienced practitioner, while at the same time better adapted than any previous edition for putting into the hands of the articled clerk. We hope next week to explain in some detail the reasons for this opinion.

CORRESPONDENCE.

INCORPORATED LAW SOCIETY—COUNCIL ELECTION, 1890.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I enclose copy letter which I have addressed to the secretary of the Incorporated Law Society, withdrawing my name from the list of candidates at the above election. As my supporters are many of them country members of the society, and as large numbers of those who are London members will not attend the meeting on the 11th inst., kindly oblige me by inserting the enclosed copy letter in your journal, so that they may know under what circumstances I have retired from the contest. A. K. COMMON.

27, Chancery-lane, W.C., July 9.

[Copy.]

[The following is the copy letter referred to.]

27, Chancery-lane, London, W.C., July 9.

Dear Sir,

Incorporated Law Society—Council Election, 1890.

When I acceded to a request that I should be nominated for the pending election to the council, I was unaware that Sir Albert Rollit was a candidate for the vacancy.

I am indebted to Sir Albert Rollit for support at last year's election, and, apart from this fact, I believe that his presence on the council would be a distinct acquisition, as his position in the House of Commons (where questions affecting solicitors are frequently arising), would enable him to render efficient service to the profession. Upon learning from him, therefore, that he had consented to stand for election, I communicated with my principal supporters, with whose approval, and having regard to the circumstances above mentioned, I now desire to withdraw from this year's contest.

I shall be obliged by your informing the meeting on the 11th inst. of my withdrawal, and of the circumstances under which it occurs.

Faithfully yours, A. K. COMMON.

E. W. Williamson, Esq.

CONVEYANCING POINTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The case of *Tendring Union* v. *Dowton* (reported at p. 566 of the present volume) suggests the inquiry whether in building leases and grants at a fee farm rent there should not be (1) a covenant by the lessee or purchaser to execute all works required by the local authority; (2) a power for lessor or vendor to do such works, if necessary, or to repay the authority for doing them; and (3) a charge on the property for money thus paid, such charge to be deemed a mortgage within the meaning of the Conveyancing Act, 1881. Such a charge appears in 1 K. & E. 796, 3rd ed., in a brewer's lease for securing the price of liquors supplied.

In the same work, and in 5 Robbins' Byth, a doubt is suggested as to the validity, having regard to the Bills of Sale Acts, of the cross-powers of distress inserted in assignments of parts of a leasehold and in other deeds relating to property subject to a rent and covenants as an indemnity against an undue proportion of the rent, &c., and, in cases of freehold land, there seems the further difficulty that such powers may infringe the rules against perpetuities. Might not these powers be supplemented by such a charge as above referred to, so as to attract the statutory powers of sale, &c., given to mortgagees?

Instead of relying on the case of *Mumford* v. *Collier* (*ante*, pp. 596, 604), could not the result of that case be arrived at by specially providing in the mortgage deed that the attornment clause shall not confer any right to distrain for the reserved rent if and so long as such clause shall be deemed to be a bill of sale within the meaning of the Bills of Sale Act, 1878? B.

[As to the first point, see observations under head of Current Topics.—ED. *S. J.*]

A WARNING TO SOLICITORS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to Mr. Carpenter's letter in a recent issue (*ante*, p. 582), permit me to add my testimony.

On Monday, the 23rd of June, the day before Mr. Carpenter wrote his letter to you, a person called at my office in my absence, and informed my clerk that he was Captain White, the part-owner and captain of the steam-tug *Seaflower*, of Margate; that on the previous Thursday he had saved a schooner, *The Mary Ann*, of Rochester, from wreck on the Goodwins, and had claimed £250—but the owner had offered him £150 only, and he wished that I would write to the owner, whose name he said was W. Gill, a shipowner and coal merchant, of 36, High-street, Rochester, to call here on the following Wednesday to meet the captain to settle the matter; and he himself would call next morning to tell me more about his claim.

He left his address as, 21, Plevener-place, Margate, carefully spelling "Plevener," to have it right, and he said the name of the captain whose schooner he had saved was Mitchell, and added that he had been recommended to me by a client of mine.

I wrote to Rochester, to the supposed owner, and on the next day, as my would-be client did not call as promised, I wrote to him, stating that I had written to Mr. Gill to be here to meet him.

Neither of them came, and ultimately both letters were returned through the Dead Letter Office.

I have since written to a person at Margate to ascertain if there is such a place as "Plevener-place," and my correspondent answers, No. H. G. DALLIMORE.

Camberwell, S.E.

The Companies (Winding-up) Bill was read a third time in the House of Commons on the 4th inst.

The Bankruptcy Bill was read a third time in the House of Commons on Wednesday.

CASES OF THE WEEK.

Court of Appeal.

MARKS v. BEYFUS AND OTHERS—No. 1, 2nd July.

EVIDENCE—PROSECUTION BY DIRECTOR OF PUBLIC PROSECUTIONS—NAME OF INFORMER—PUBLIC PROSECUTION—PROSECUTION OF OFFENCES ACT, 1879 (42 & 43 VICT. c. 22).

In an action for maliciously and without reasonable and probable cause conspiring to institute a prosecution, or to cause the Director of Public Prosecutions to institute a prosecution against the plaintiff, the plaintiff called Sir A. K. Stephenson, the Director of Public Prosecutions, as a witness, and asked him for the names of his informers in the prosecution, and whether he had a statement from them, and if in writing to produce it. Sir A. K. Stephenson said that he himself instituted the prosecution, that he had a statement in writing, but that he declined to give the names of the informers, or to produce the statement, on the gound of public policy and the interests of the public service. Huddleston, B., who tried the case, refused to order the witness to answer the question or to produce the statement, and the plaintiff was accordingly nonsuited. The Divisional Court (Lord Coleridge, C.J., and Mathew, J.) refused a new trial.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) dismissed the appeal. They said that under the Act (42 & 43 Vict. c. 22) which created the office of Director of Public Prosecutions, prosecutions instituted by the director were placed on the footing of public prosecutions, and in *The Attorney-General* v. *Briant* (15 M. & W. 169) it had been laid down that in the case of a public prosecution a witness could not be asked the name of the informer, nor whether the witness himself was the informer. That ruling applied both to the criminal trial and to all subsequent proceedings, and the privilege did not depend upon the witness claiming it, but the judge, who had no discretion to allow the question to be put, ought to prevent its being answered. There was an exception to that rule, and that was where the judge saw that in the interests of the prisoner the question should be answered, for the importance that an innocent man should not be convicted must prevail. The judgment, therefore, was right.—COUNSEL, *Cock*, Q.C., *Winch*, Q.C., and *H. Kisch*. SOLICITORS, *Beyfus & Beyfus*.

***Re* KERSHAW, WHITAKER *v.* KERSHAW—No. 2, 5th July.**

EXECUTOR—DISTRIBUTION OF RESIDUE WITH NOTICE OF LIABILITY—RIGHT TO INDEMNITY WHEN LIABILITY BECOMES A DEBT—MARRIED WOMAN—LIABILITY TO INDEMNIFY EXECUTOR—MARRIED WOMEN'S PROPERTY ACT, 1882, s. 1, SUB-SECTION 2—COMPANIES ACT, 1862, ss. 16, 75.

The question in this case was, whether an executor who has handed over the residue of his testator's estate to a residuary legatee, with notice of a liability to which the estate is subject, is entitled to an indemnity from the residuary legatee when that liability afterwards becomes a debt, and is enforced against the executor. And there was the further question whether such a right of indemnity, if it exists, can be enforced against a married woman. The plaintiffs were the executors and trustees of a testator, who bequeathed his residuary estate to one Kershaw. The testator died in March, 1886. In March, 1886, Kershaw assigned all his interest in the residue to his wife, the defendant to the present action, for her separate use. The executors paid the testator's debts and legacies, and the residue then consisted of £1,103 10s. in cash, and fifty shares in a limited company, not fully paid up. In April, 1887, the executors paid the cash to the defendant, and handed over the certificates of the shares to her, but they did not transfer the shares to her. The shares remained standing in their names. In August, 1887, a call was made on the shares, the company being a going concern. The defendant refused to pay the call, or to take a transfer of the shares, and the executors were compelled to pay the call out of their own moneys. They then took out an originating summons against the defendant, claiming an indemnity for what they had paid, with interest, and for their costs, charges, and expenses, as executors and trustees, in relation to the shares since April, 1887, by means of a charge or lien on the shares, and an order for sale of the shares to raise the amount which they claimed. An order was made accordingly. The plaintiffs' costs, charges, and expenses were taxed at £68; the amount of the call was £25. The shares were sold, and produced only £26. The defendant failed to pay the balance, and the present action was brought, claiming a declaration that the plaintiffs were entitled to be indemnified out of the testator's residuary estate in respect of the £67 which remained due to them, and the costs of the action, and also to be indemnified by the defendant personally. North, J., held that the plaintiffs were entitled to be indemnified out of the residuary estate in respect of the £25, and interest thereon, and so much of the £68 as did not relate to costs of the originating summons, and the plaintiffs' costs of the action as between solicitor and client, and judgment was given against the defendant accordingly, the amount to be payable out of her separate property, and execution being limited in the ordinary form to her separate property not subject to any restriction against anticipation. On the appeal it was contended that the plaintiffs were not entitled to any indemnity, because they had parted with the residue with notice of the liability to calls on the shares, and that, at any rate, if there would be such a right to an indemnity as against a man or a *feme sole*, the Married Women's Property Act, 1882, did not enable a married woman to be sued in respect of it. Section 1 of the Married Women's Property Act, 1882, provides, by sub-section 2, that "a married woman shall be capable of entering into and rendering herself liable in respect of, and to the extent of, her separate property on any contract, and of suing and being sued, either in contract or in tort *or otherwise*, in all respects as if she were a *feme sole* . . . and any damages or costs recovered against her in any such action or proceeding shall be payable out of her separate property, and not otherwise." Section 16 of the Companies Act, 1862, provides that "all moneys payable by any member to the company in pursuance of the conditions and regulations of the company, or any of such conditions or regulations, shall be deemed to be a debt due from such member to the company." By section 75, "The liability of any person to contribute to the assets of a company under this Act, in the event of the same being wound up, shall be deemed to create a debt accruing due from such person at the time when his liability commenced, but payable at the time or respective times when calls are made as hereinafter mentioned for enforcing such liability."

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that, if an executor handed over the residue of his testator's estate to the residuary legatee without knowledge of anything to prevent the right of the residuary legatee to receive it, he could call on the legatee to refund, if a claim against the estate afterwards arose. This was a right which did not depend on contract. If an executor, knowing of an unpaid debt of the testator, handed over the residue to the residuary legatee, and he was afterwards compelled to pay the debt, he could not recover it from the legatee. It was argued that the call on the shares was a debt of the testator. But there was no debt till the call was made; there was only a liability which might become a debt, and the parting with the residue with notice of a mere liability did not, as was decided by Jessel, M.R., in *Jervis* v. *Wolferstan* (L. R. 18 Eq. 18), deprive the executor of his right to indemnity from the residuary legatee. His decision did not depend on the shadowy nature of the liability in that case; the principle was, that notice of a liability was not sufficient, and there must be notice of a debt to deprive the executor of a right to indemnity. If an executor must keep the assets of his testator until every liability to which he was subject had been satisfied, enormous difficulties would result. It was argued that the call constituted a liability which related back to the date of the testator becoming a shareholder. That was not so. There was no debt till the calls were made. The language of section 16 of the Companies Act, 1862, was very different from that of section 75, which applied to calls made in a winding up. If, therefore, the defendant had been a *feme sole*, the plaintiffs would have been entitled to the indemnity which they claimed. It was said that, because she was a married woman, this claim could not be enforced against her; that she could not be sued under the Married Women's Property Act, because there was no contract in respect of her separate estate. But the power to contract given by that Act to a married woman was distinct from the liability to be sued which was imposed on her. She was liable to be sued "in contract or in tort *or otherwise*." The words "or otherwise" could not be disregarded. The effect of the section was to make her liable to be sued just as if she were a *feme sole*, though the judgment could only affect her separate property. It was clear that the defendant had separate property. The judgment on the originating summons could not be pleaded as *res judicata*, for the claim then made was confined to an indemnity by means of a sale of the shares, while the claim in the action was to an indemnity generally. FRY, L.J., said that, when the executors handed over the residue to the defendant, they had no notice of any debt of the testator; they had notice only of a liability to which he was subject. By section 16 of the Companies Act, 1862, money payable by a member of the company in respect of his shares, being payable in pursuance of the regulations of the company, became a debt only when it was called up. If the taking of shares created a debt in respect of calls to be afterwards made on them, section 75 would have been an idle enactment. It was said that notice of a liability was sufficient to exclude the executors' right to an indemnity. In *Jervis* v. *Wolferstan* Jessel, M.R., held that it was not. This was the rule of law, and it was good sense. If an executor could not part with any of the testator's estate so long as any liability of which he had notice remained, he might have to keep in hand the larger part of the estate. It was said that there was an implied contract to indemnify the executor, which gave a right to sue a married woman. In his lordship's opinion the right to sue her was given by the words "or otherwise" in sub-section 2 of section 1 of the Act. The effect of that section was to allow a married woman to be sued for everything for which a man could be sued, subject to this, that her power to contract was limited, and the remedy against her was confined, to her separate estate. The point had not been argued on behalf of the appellant, whether the executors' right to recover against her extended to costs incurred by them after they had parted with the residue. His lordship was inclined to think that it did. But, by affirming the decision in this respect, the court might not hold that it was bound on another occasion if the point should arise for argument.—COUNSEL, *Cozens-Hardy*, Q.C., and *Upjohn*; *Napier Higgins*, Q.C., and *E. Ford*. SOLICITORS, *Woodcock, Ryland, & Parker*; *Pitman & Sons*.

***Re* THE METROPOLITAN COAL CONSUMERS' ASSOCIATION (LIM.), WAINWRIGHT'S CASE—No. 2, July 9.**

PROSPECTUS—MISREPRESENTATION.

This was an appeal by the liquidator of the above company against an order made by Kay, J. (*ante*, p. 127), removing the name of Mr. Wainwright, who was the holder of twenty-five preference and twenty ordinary shares of the company, from the register of shareholders, on the ground that he had been induced to subscribe for his shares by material misrepresentations contained in the prospectus of the company, on the faith of which he became a subscriber. The company was registered on January 31, 1889. The prospectus bore date February 7, 1889, and was received by Wainwright on February 11. It contained (*inter alia*) the following statement:—"Extract from the articles of association.—There shall be a council of administration of not exceeding twenty-five members

of the association, from whom shall be selected an executive and finance committee of not more than ten nor less than five of such members, which committee shall constitute the board, and shall have and exercise all the powers commonly vested in directors. The members of the executive and finance committee also receive remuneration for their services." There followed a list of the members of the "council of administration," the names of seventeen noblemen and gentlemen being given, three of them being Lord Brabourne, Sir Stuart Hogg, and Rear-Admiral Mayne. It was the presence of these three names which, Wainwright said, mainly induced him to apply for shares. The prospectus also stated that the bankers of the company were authorized to receive subscriptions for the balance (less 10,000 ordinary shares reserved) of the under-mentioned capital (£250,000), "a considerable portion of which has been privately taken up." It was also stated that "the objects of the association have received the cordial support and approval of upwards of 2,000 noblemen and gentlemen residing in the metropolis, a large number of whom have subscribed towards the capital." The articles of association of the company required that members of the council of administration should be members of the company, and they provided that the first members of the council should be appointed in writing under the hands of four or more of the subscribers of the memorandum of association. Wainwright applied for his shares on February 11, and the allotment was made to him on February 15. On February 13 a meeting of the subscribers of the memorandum was held, at which twenty gentlemen were elected as the first members of the council, including the seventeen whose names were given in the prospectus. Lord Brabourne had, in November, 1888, signed a document by which he stated that he was willing to become a member of the council of administration. On February 14 he signed an application for shares, but on February 16 he withdrew it, before any allotment had been made to him, and he never became a member of the company or of the council. Sir Stuart Hogg had also consented to be a member of the council, and he applied for shares on February 12, but he withdrew his application on February 19, and never became a shareholder. Admiral Mayne never made any application for shares, and early in March, 1889, he withdrew the consent which he had originally given to become a member of the council. Kay, J., held that the representation made in the prospectus was that the gentlemen named were actually members of the council, and that this implied that they were members of the company. This was a misrepresentation as to a material fact, on the faith of which Wainwright had acted, and he was, therefore, entitled to have his name removed from the register. On January 30, 1890 (since the date of the decision), an order was made to wind up the company.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) affirmed the decision.

COTTON, L.J., said that this was not like an action of deceit, in which it was necessary to prove a fraudulent intent. A man who had been induced to enter into a contract by material misrepresentations was entitled to be relieved from it, even if the misrepresentations were made innocently. The prospectus did not say that the gentlemen whose names were given had agreed, when the company should be formed, to become members of the council of administration, but the names were given as of persons actually constituting the council. Then there was a statement that a considerable portion of the capital had been privately taken up, which must mean that it had been already taken. The further statement that a large number out of 2,000 noblemen and gentlemen residing in the metropolis "had subscribed towards the capital," could only mean that they were persons who had already privately taken up part of the capital. Persons who had simply sent in applications for shares could not come under that description. Wainwright said that he was misled by the prospectus into the belief that the three gentlemen in question were members of the council. The statement made was that they were members of the council, which, according to the clause of the articles which was quoted, must consist of members of the company. None of them were then members of the company, though they had agreed that they would become members of the council. In his lordship's opinion it was a misstatement to say that they were members of the council, and, having regard to the other statement, that a considerable part of the capital had been privately taken up, anyone reading the prospectus might well believe that the gentlemen named were members of the company, and had been duly appointed members of the council. This was a statement of a material fact, and it was not true, and Kay, J., was justified in removing Wainwright's name from the register. FRY and LOPES, L.JJ., concurred.—COUNSEL, *Sir H. Davey*, Q.C., and *H. Terrell*; *Marten*, Q.C., *George White*, and *C. H. Mallinson*. SOLICITORS, *Lumley & Lumley*; *W. A. Colyer*.

High Court—Chancery Division.

Re THE EASTERN AND MIDLANDS RAILWAY CO.—Kay, J., 2nd July.

RAILWAY COMPANY—STOCK—DEBENTURES—DIVIDENDS AND INTEREST OUT OF GROSS RECEIPTS—RECEIVER AND MANAGER—HIRE OF ROLLING STOCK—WORKING EXPENSES—PROPER OUTGOINGS—RAILWAY COMPANIES ACT, 1867 (20 & 31 VICT. c. 127), ss. 4, 23.

On the 10th of July, 1884, the company, under powers given by their special Act of Parliament, passed resolutions that the Lynn Loop Line should constitute a separate undertaking, with a separate capital of £100,000 stock and £33,000 debentures. The company were to work the line; the dividends on the separate capital were to be guaranteed by tolls in respect of the use of the separate undertaking for the general traffic of the company; the company were to pay a daily sum of £17 15s. 5d. in respect of these tolls to a banking account in the names of trustees for the separate share and debenture-holders; and all sums payable under the preceding resolutions were to be payable out of, and charged upon, the gross receipts arising from the traffic of the separate undertaking, and from traffic passing over both the separate undertaking and any of the other railways of the company. On the 28th of June, 1889, a judgment creditor of the company, for a debt due for the hire of rolling stock, obtained the appointment of a receiver and manager of the company under the Railway Companies Act, 1867, s. 4. No daily payments of £17 15s. 5d. had been made since July, 1889, and the trustees asked by their summons for a declaration that they were entitled to the tolls in priority to, and without deduction for, any debts or expenses of the company. The receiver also took out a summons for leave to pay the rolling stock debts. The trustees relied upon the words of the special Act, which provided that the terms of working the separate undertaking and the dividends to be paid on the separate capital "out of the gross receipts," &c., should be settled by an extraordinary general meeting of the company. The receiver argued that, under the Act of 1867, he ought to pay for hire of rolling stock first as "working expenses of the railway and other proper outgoings."

KAY, J., said that the right of the trustees was subject to the Act of 1867. The instalments under the hiring agreements were "working expenses," and if not within those words they were, at all events, "proper outgoings." The trustees were not entitled to the tolls until provision had been made for the working expenses, and the receiver must be at liberty to pay the instalments out of the receipts of the company as they came to his hands.—COUNSEL, *Rigby*, Q.C., *Dunning*, and *L. Leeke*; *Renshaw*, Q.C., and *F. Thompson*; *J. Cutler*; *Martin*, Q.C., and *Farwell*; *Whinney*. SOLICITORS, *Travers, Smith, & Braithwaite*; *Phillips & Co.*; *Janson, Cobb, Pearson, & Co.*; *F. C. Matthews & Browne*; *W. J. Myatt*.

Re THE DENVER UNITED BREWERIES (LIM.)—Kay, J., 27th June.

PRACTICE—COMPANY—MOTION TO RECTIFY REGISTER—SERVICE OF NOTICE—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), ss. 35, 62.

This was a motion, under section 35 of the Companies Act, 1862, to rectify the register of the company by the insertion therein of the name of the applicant as the holder of certain shares. The notice of motion had been served on the companies' solicitors, and they had signed a note accepting service for the company. At the hearing the company did not appear.

KAY, J., said that service on the solicitors of the company was not sufficient. The company must itself be served or must appear.—COUNSEL, *Marten*, Q.C., and *J. M. Stone*. SOLICITORS, *Stones, Morris, & Stones*.

Re DAVID STORER & SONS (LIM.)—Kay, J., 4th July.

PRACTICE—COMPANY—WINDING UP—ADVERTISEMENT OF PETITION—OMISSION OF ADDRESS OF PETITIONER AND OF HIS SOLICITOR—COMPANIES ACTS, GENERAL ORDER, NOVEMBER, 1862, R. 2.

In this case, where the advertisement of the petition, upon which a winding-up order had been made on the 28th of June, omitted to state the address both of the petitioner and of his solicitor,

KAY, J., said that the terms of the rule as to the advertisement of a petition had to be strictly complied with, and that the petition must be restored to the paper and re-advertised.—COUNSEL, *Bramwell Davis*. SOLICITOR, *W. B. Styer*.

HOWE *v.* ROBINSON—Kay, J., 5th July.

PETITION—COMPROMISE—INFANTS' SOLICITORS.

In this case a petition was presented for a compromise in which the interests of infants were involved. The infants were not represented by independent solicitors, but by the same solicitors as their adult brothers and sister.

KAY, J., directed the petition to stand over, in order that the infants might be represented by entirely independent solicitors, who might inform the court that they were satisfied that the compromise was for the infants' benefit.—COUNSEL, *A. Underhill*; *Eustace Smith*; *Gent*; *Davenport*. SOLICITORS, *Cunliffes & Davenport*, for *Wilson & Ornsby*; *Robinson & Stannard*.

Re EDGE—North, J., 5th July.

PATENT—PETITION FOR REVOCATION—TRANSFER TO QUEEN'S BENCH DIVISION—PATENTS ACT, 1883, s. 26—R. S. C., XLIX., 3.

This was a petition, under section 26 of the Patents Act, 1883, for the revocation of a patent, and an application was made for the transfer of the petition to the Queen's Bench Division, with a view to its being tried with an action relating to the same matter which had been commenced by the petitioner against the respondent in that division. The petitioner and the respondent were persons of the same name. The petitioner was the owner of a patent, of prior date to that of the respondent, for a similar invention. The petitioner alleged that the respondent's patent had been obtained in fraud of his rights, and that the respondent had been induced to apply for the patent at the instigation of a firm of manufacturers in order that they might be able to sell an article which they manufactured under the petitioner's name, which had acquired a reputation in the market. On this and other grounds the petitioner claimed the revocation of the respondent's patent. To the action in the Queen's Bench Division the respondent and the manufacturers were defendants, and the plaintiff claimed damages for an alleged fraudulent conspiracy in obtaining the respondent's patent, and an injunction to restrain the manufacturers from selling their goods under his name.

NORTH, J., thought that it would be most convenient that the action and the petition should be tried together, and he held that, under rule 3 of order 49, he had power to transfer the petition to the Queen's Bench

Division, subject to the consent of the President of that division. But he could not give any directions as to the course of the proceedings in that division. He accordingly made an order for the transfer of the petition, on the consent of the President of the Queen's Bench Division being obtained.—COUNSEL, *W. R. Bousfield; T. M. Goodeve.* SOLICITORS, *Indermaur & Brown; Hare & Co.*

PEARKS v. EAMES—Stirling, J., 4th July.

PRACTICE—REFERENCE TO REFEREE—QUESTIONS OF FACT AND OF LAW—JUDICATURE ACT, 1873, s. 56—ARBITRATION ACT, 1889, ss. 14, 19.

In this action for an injunction to restrain the defendant from interfering with the plaintiffs' ancient lights, the latter moved to have the questions of fact in the case referred at once to an official referee. The plaintiffs were owners in fee of a house and premises at Kensington; and the defendants were leaseholders, and also owners of the reversion, of adjoining premises, upon which they proposed to erect a large building, which the plaintiffs alleged would interfere with their ancient lights. Upon this a question of fact arose upon the plans and evidence. But the defendants also alleged that they were entitled to carry up their proposed buildings by virtue of a letter of the 25th of August, 1886, from the plaintiffs' father, who was then lessee of the premises, to one Knowles, the defendant's predecessor in title. In this letter the plaintiffs' father acknowledged that the wall separating his premises at Kensington from Knowles's was a party-wall, dividing their respective properties; and stated that, in consideration of Knowles not requiring him to pull down the present addition that he had made thereto, without serving the necessary party-wall notices, he thereby further agreed not to make any claim in respect of interference with any ancient lights in his premises by reason of Knowles at any time thereafter increasing the height of such party-wall. The defendant argued that this question of law must be heard by the court before any questions of fact could be sent to the referee (*Weed* v. *Ward*, 37 W. R. 406, 40 Ch. D. 555).

STIRLING, J., while agreeing that (as was held by the Court of Appeal in *Weed* v. *Ward*) hypothetical issues should not be sent to a referee, held that he had discretion, under section 14 of the Arbitration Act, to order the whole case to be referred to the official referee; but to avoid the danger of his deciding any questions of law, he would be directed by the court, under section 19, to state in the form of a special case any such questions as might arise in the course of the reference. This would be the most speedy and convenient method of determining the various questions which might arise in the case.—COUNSEL, *Hastings*, Q.C., and *W. F. Hamilton; Buckley*, Q.C., and *Job Bradford.* SOLICITORS, *Wild & Wild; H. C. Morris.*

High Court—Queen's Bench Division.

SERRAINO AND SONS v. CAMPBELL AND OTHERS—1st July.

SHIPPING—CHARTER-PARTY—BILL OF LADING—IMPORTING TERMS INTO BILL OF LADING—WORDS "EJUSDEM GENERIS."

Case tried before Huddleston, B., and a special jury. After the finding of the jury upon the question of negligence, the jury were discharged and the case tried before the learned judge alone. The facts are sufficiently set out in the judgment.

HUDDLESTON, B., read the following judgment:—This was an action brought by the plaintiffs, indorsees of the bill of lading, and owners of goods intrusted to the defendants as owners of the vessel *John Banfield*, for delivery at Trapani, in the island of Sicily, shipped by Messrs. Fisher, Renwick, & Co., and lost by reason of the negligence and want of skill of the officers and men in charge of the ship, near Mazzara, on the coast of Sicily. The vessel stranded at Mazzara, and the plaintiffs' goods were lost. Witnesses having been called, the jury found that the loss was due to the negligence of the master. On this finding it was agreed that the jury should be discharged, and that the rest of the case should be decided by me alone. The charter-party, which was in the ordinary form, was described to be by Fisher, Renwick, & Co., "as agents for the charterers." It contained in print the usual exceptions, "the act of God, the Queen's enemies, fire, and all and every other dangers and accidents of the seas, rivers, and navigation of what nature and kind soever during the said voyage," and in writing at the end, "Negligence Clause as per Baltic Bill of Lading, 1885." It was contended, on the part of the defendants, that the plaintiffs were parties to the charter-party, Fisher, Renwick, & Co. being their agents, and, therefore, that the plaintiffs, as principals, were bound by all the terms of the charter-party, but that if they were not actual parties to the charter-party as principals, they were so to the bill of lading, which, it was alleged, incorporated all the provisions of the charter-party, including the Baltic Bill of Lading Clause, 1885. Besides Fisher, Renwick, & Co. describing themselves as agents for the charterers, there was no evidence to shew that they were so in fact. The contract between them and the plaintiffs was contained in letters and telegrams discussing the price, and concluded with a letter of the 12th of December, in which Fisher, Renwick, & Co. write, "Referring to telegrams exchanged between us, we confirmed sale to yourselves of a cargo of large Newcastle steam coals at 19s. 6d. per ton c.i.f. Trapani." The invoice was made out by Fisher, Renwick, & Co., as vendors, to the plaintiffs, as vendees. I was clearly of opinion that the contract was one of sale and not of agency. I think Fisher, Renwick, & Co. were principals in the charter-party, and that the plaintiffs were not parties directly bound by it. It was, however, contended that the bill of lading incorporated all the provisions of the charter-party, and amongst those the Baltic Clause. The bill of lading provided that the goods shipped by *The John Banfield* by Fisher, Renwick, & Co. were to be delivered at the port of Trapani, "the act of God, the Queen's enemies, fire, and all and every other dangers and accidents of the seas, rivers, and navigation of whatever nature and kind soever excepted, unto order or to assign, they paying freight for the said coals, and all other conditions as per charter, with average accustomed," and it was argued that the words "all other conditions as per charter," incorporated into the bill of lading the Baltic Clause. The Baltic Clause provided that "strandings and collisions and all losses and damages caused thereby were to be excepted even when occasioned by the negligence, default, or error in judgment of the pilot, master, mariners, or other servants of the shipowners." I am of opinion that the words "all other conditions" must be connected with the words "paying freight for the coals," and include only such conditions as are *ejusdem generis* to paying freight, importing into the bill of lading so much of the charter-party as is referable to the subject-matter of the discharge and receipt of the cargo at the port of discharge, and do not include a clause which would add to the exceptions already recited, and very materially alter the contract on the face of the bill of lading. *Russell* v. *Niemann* (13 W. R. 93, 17 C. B. N. S. 163) is directly in point. *Russell* v. *Niemann* was recognized and approved of in the case of *Taylor* v. *Pain* in the House of Lords, the shorthand writer's note of the judgment in which has been furnished to me, though the case itself does not seem to have found its way into the regular reports. Lord O'Hagan describes *Russell* v. *Niemann* to be a perfectly well-decided case. Lord Blackburn says: "I am very clearly of opinion that, on the true construction of the bill of lading, the reference to the charter-party does not extend the exceptions by adding those that are put in the charter-party." The case which has been referred to, *Russell* v. *Niemann*, in which Willes, J., gave judgment, as it appears to me perfectly correctly decided that the reference to the charter-party and the conditions being not in accord, that it would be open to the person who took delivery of the cargo to take advantage of these conditions, but that it would be by no means extended so as to interpret into it further exceptions. It was said that Lord Fitzgerald appeared to dissent in the House of Lords, but I do not so read his judgment. He merely says that it is not necessary to discuss the point for the decision of the particular case before them. Mr. French argued that *Gray* v. *Carr* (19 W. R. 1173, L. R. 6 Q. B. 522) and *Portens* v. *Watney* (26 W. R. 512, 3 Q. B. D. 534) must be considered to overrule *Russell* v. *Niemann*, but in both those cases the conditions imported into the bill of lading were of the same character, *ejusdem generis*, as those contained in the bill of lading. The other authorities, *Gullischen* v. *Stewart* (31 W. R. 745, 11 Q. B. D. 186, and on appeal, 32 W. R. 763, 13 Q. B. D. 317), *Gardner* v. *Trechmann* (15 Q. D. 154), and *Hamilton* v. *Mackie* (5 Times Report, 677) amount to this, that all the provisions of the charter-party with such words of reference in the bill of lading are to be considered as introduced into the bill of lading, and that if then any of those are contradictory to the terms of the bill of lading, or insensible, they may be rejected. In this case, as the parties have agreed that there should be only certain exceptions mentioned in the bill of lading, the introduction of the Baltic Clause would altogether override these exceptions, and, therefore, be inconsistent with the provisions which in the bill of lading were agreed to by the parties. Under these circumstances I am of opinion that, the negligence having been proved, the defendants are not exempted from the consequences of that negligence, either by the terms of the bill of lading or the charter-party, and that, therefore, the plaintiffs are entitled to a verdict for the amount claimed, £447 1s. Judgment for the plaintiffs.—COUNSEL, *Barnes*, Q.C., *Lawson Walton*, Q.C., and *Leventhal; French*, Q.C., and *Joseph Walton.* SOLICITORS, *H. C. Coote & Ball; Stocken & Jupp.*

Bankruptcy Cases.

***Ex parte* SKEGG, *Re* SKEGG—C. A. No. 1, 4th July.**

BANKRUPT—DISCHARGE—SUSPENSION—"UNDUE PREFERENCE" GIVEN TO A CREDITOR—BANKRUPTCY ACT, 1883, ss. 28, 48.

A question arose in this case as to the suspension of the discharge of a bankrupt. Section 28 of the Bankruptcy Act, 1883, provides, by sub-section 2, that the court shall, "on proof of any of the facts hereinafter mentioned," either refuse a bankrupt's discharge or suspend the operation of the order for a specified time, or grant an order of discharge subject to certain conditions. The "facts hereinafter mentioned" are mentioned in sub-section 3, one of them being, "(*f*) that the bankrupt has, within three months preceding the date of the receiving order, when unable to pay his debts as they become due, given an undue preference to any of his creditors." Section 48 provides that "every conveyance or transfer of property, or charge thereon made, every payment made, every obligation incurred, and every judicial proceeding taken or suffered by any person unable to pay his debts as they become due from his own money in favour of any creditor, or any person in trust for any creditor, with a view of giving such creditor a preference over the other creditors, shall, if the person making, taking, paying, or suffering the same is adjudged bankrupt on a bankruptcy petition presented within three months after the date of making, taking, paying, or suffering the same, be deemed fraudulent and void as against the trustee in the bankruptcy." In the present case the bankrupt was a licensed victualler. He had executed three mortgages of the house which he occupied, the first mortgage being to the Lion Brewery Co. According to the report of the official receiver he had been insolvent for some years. On the 22nd of January the Lion Co. served the bankrupt with a writ in an action upon his covenant contained in their mortgage deed for payment of the mortgage debt and interest. The defendant did not enter any appearance to

this writ. On the 24th of January the second and third mortgagees served the bankrupt with similar writs. On the 25th of January he took these writs to the solicitors of the Lion Co., and asked them to do what was necessary for him. They entered appearances on his behalf to both the writs. Both the Lion Co. and the third mortgagees obtained judgment, and issued writs of *fi. fa.* to enforce their judgments. The sheriff seized the bankrupt's goods under the Lion Co.'s writ, and on the same day, but at a later hour, he seized the goods under the writ of the third mortgagees. The receiving order was made on the 6th of March, and an adjudication of bankruptcy followed. The proceeds of the sale of the goods was ultimately paid to the official receiver, so that neither the Lion Co. nor the third mortgagees benefited by their executions. On the bankrupt's applying for his discharge, Mr. Registrar Linklater suspended the operation of the discharge for two and a half years, on the ground (*inter alia*) that, by taking the writs issued by the second and third mortgagees to the solicitors of the Lion Co., and thus giving them notice of those actions, he had given an "undue preference" to the Lion Co. On the appeal it was argued that the "undue preference" mentioned in sub-section 3 of section 28 includes only the acts and transactions referred to in section 48, and which are set aside by that section, if they are made or entered into with the view of preferring a creditor.

THE COURT (LORD ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) affirmed the decision. LORD ESHER, M.R., said that section 48 made certain transactions absolutely void; section 28 did not make anything void. It had a different object. Its object was the consideration by the court of the conduct of the bankrupt. A great many things were mentioned in section 28 which could not possibly be made void—for instance, the omission of a bankrupt to keep proper books of account, or the continuing of a bankrupt's trading after knowing himself to be insolvent. All the matters mentioned in sub-section 3 of section 28 pointed to conduct of the bankrupt for the purpose of the court's dealing with him by way of punishment—conduct which would induce the court not to grant him a discharge in the same way as if he had not been guilty of that conduct. In considering a man's conduct you must consider whether what he had done was purely accidental, or whether he had acted deliberately. When a man was on the eve of bankruptcy, and must know that he was in that position, his only honest course was not to interfere in any way between his creditors so as to prevent his property being shared by them equally, as it would be in a bankruptcy. If he interfered in any way so as to give a preference to any one creditor, he was guilty of giving an "undue preference" to that creditor. It was impossible to doubt that the bankrupt in this case took the two writs to the solicitors, because they were the solicitors of his principal creditors, in order to enable those creditors to levy execution before the others. Such conduct was clearly giving an "undue preference" within the meaning of sub-section 3 (*f*). LINDLEY, L.J., said that sub-section 3 (*f*) of section 28 included everything which was included in section 48, but it included more. The objects of the two sections were different. The object of section 48 was to make void certain transactions in order to prevent the bankrupt's property from being withdrawn from his creditors. The object of section 28 was the consideration of the conduct of the bankrupt in order that the court might see whether a discharge should be granted to him. His conduct was to be considered, so that, if the court should come to the conclusion that he had been "unduly preferring" any creditor, it might punish him, even though there was no transaction which could be set aside. BOWEN, L.J., gave judgment to the same effect.—COUNSEL, *Herbert Reed.* SOLICITORS, *Nash, Field, & Withers.*

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ANNUAL REPORT.

We continue the extracts from the report of the council:—

Settled Land Act Amendment Bill.—The attention of the council having been called to the various points in which the Settled Land Acts require amendment, a Bill has been prepared for the purpose, and has been introduced into the House of Lords by Lord Herschell, and is now in committee of that House. In the event of the Bill passing the House of Lords, Mr. Cozens-Hardy, Q.C., M.P., has kindly undertaken to take charge of it in the House of Commons. The following are the main provisions of the Bill, with some explanatory observations. In many counties land is unsaleable and improvements urgently needed which could be effected if the trustees happened to have capital money in hand, but at present there is no authority to raise funds by way of mortgage except for the purposes of exchange or partition. Power is, therefore, given to tenants for life to raise money by mortgage for any of the purposes to which capital money arising under the Settled Land Acts is authorized to be applied, and the list of improvements authorized by the Act of 1882 is extended to include (*inter alia*):—1. Bridges. 2. Putting the settled land and buildings in such condition as to enable them to be let to the best advantage. In proper cases the court may authorize the application of capital money towards payment for improvements, notwithstanding that a scheme was not previously submitted for approval as required by the Act of 1882. Money settled on the same trusts as proceeds of sale is made applicable in the same way as capital money arising under the Act of 1882. In the event of there being no trustees of a settlement within the meaning of the Settled Land Acts the trustees of any other land subject to the same limitations, or trustees having a future power of sale, are made trustees within the meaning of the Acts without the necessity of any application to the court. In other words, persons authorized by the settlement to receive capital, and whom the court would appoint as a matter of course, are constituted trustees within the Act. All the provisions of the Conveyancing Act of 1881 with regard to the appointment of new trustees are made applicable to trustees for the purposes of the Settled Land Acts, whether appointed by the court or otherwise. Power is also given to grant leases for not exceeding twenty-one years at the best rent without notice to the trustees, and to make the rent reserved in mining leases vary according to the price of minerals. The provision of the Settled Land Act, 1882, prohibiting the sale or leasing of the principal mansion-house on an estate, without the sanction of the court or trustees, has given rise to much difficulty, and has been contrued to include farmhouses and town houses. It is, therefore, provided by the Bill that where a house is usually occupied as a farmhouse, or where the site of any house with park and pleasure grounds does not exceed 100 acres in extent, the house shall not be deemed a principal mansion-house within the meaning of the Act. The restriction thus amended is also extended (as it should be) to an exchange. Power is also given for the creation of easements on exchange or partition of lands. Tenants for life are also authorized to make any conveyance necessary for giving effect to a contract entered into by a predecessor in title, which, if made, would be valid against his successors. Except in the case of contracts for leases or other contracts made under the Act, there is no express power for a successor to do this, and a vesting order would be necessary where the successor could not himself make the contract.

Rules under the Lunacy Act, 1890.—The council considered the draft of proposed Rules under the Lunacy Act, 1890, and submitted their observations for the consideration of the Lord Chancellor. It was urged that the rules as now framed would expressly continue (rule 3) the present practice in lunacy, which closely resembles that of the old masters in Chancery, and is cumbersome and productive of much delay. It was suggested that the present is a convenient opportunity of assimilating this practice to that of the Chancery Division—in particular by giving the masters authority to make such orders as, in similar cases, are now made by the Chancery chief clerks. At present almost all orders in lunacy are made upon a certificate of the master. The certificate might safely be dispensed with in, practically, every case except that which is expressly provided for by rule 25 as to inquiries after inquisition found. The existing power to appoint an *interim* committee of the estate and person (Lunacy Orders, 1883, r. 35) was not repeated in the draft rules. The council were of opinion that such a power might often be of great value in affording protection to the estate or person of a lunatic. The council understood that the existing rule was based on the recommendation of the committee (of which the late Master of the Rolls was chairman) which was appointed by the Lord Chancellor to make inquiries as to the practice in lunacy in the year 1882, and they could not see why it should now be omitted.

Taxation of Costs (*Rules of the Supreme Court, May*, 1889).—In their last annual report the council called attention to the new rules of court dealing with the taxation of solicitors' costs as against a fund in court or a company in liquidation issued in May, 1889, and laid on the table of both Houses of Parliament without any previous communication with the profession. The rules, as issued, practically made the taxing master the only authority in all matters within their scope, and from his decision no appeal would have been possible. It would have been competent for a taxing master to declare that no attendance before him was necessary, and, without examining details or considering difficult points, to allow a gross sum for the Bill, without giving any reasons for his decision, from which there was no appeal. A representative meeting of solicitors was held, and a small executive committee was appointed, by whom a detailed report was prepared, which was forwarded to the Lord Chancellor, with a request that he would receive a deputation. This his lordship was good enough to do on May 27, and, although the number of the deputation was limited to twelve, every law society throughout the kingdom concurred in the action taken, and most of them sent up representatives to the preliminary meeting. At the interview with the Lord Chancellor, the president stated in detail the objections to the new rules, and urged the justice and expediency of solicitors being consulted before any new rules, and particularly any which affected their remuneration, were promulgated. His lordship promised that the rules would be considered in connection with the report of the committee with as little delay as possible. On the 28th of June the president was able to report to the council that new rules had been laid before both Houses of Parliament, annulling the rules of May, 1889, and giving effect to some though not to all the recommendations of the council. Under the altered rules, an appeal is in all cases given from the decision of the taxing master, though as regards the taxation as against a fund, or a company in liquidation, the penalty of loss of the costs of taxation will still apply in cases in which one-sixth of the professional charges (not, as in a taxation against a client, of the total bill of costs) is taxed off. The attention of the Lord Chancellor was called to this serious objection, but for the present no further amendment has been obtained.

Audience in County Courts.—The attention of the council was drawn to the fact that, notwithstanding the terms of section 72 of the County Courts Act, which gives the right of audience in county courts to solicitors' clerks who are themselves duly qualified solicitors, some of the county court judges refused to hear them. The council expressed their willingness to defray the expenses of obtaining a judicial decision upon the point, and took steps to have their views on the matter conveyed to the judges in question. No further complaints have reached the council.

Business in the Chancery Division.—At the special general meeting of the society, held on the 31st of January, 1890, a resolution was passed appointing a committee, consisting of seven members of the council and ten members of the society, specially conversant with practice, to confer with the Bar Committee upon the best mode of facilitating the despatch of

business in the Chancery Division. The committee have met several times, and are engaged in collecting information on various points, and the council, therefore, postpone submitting any report to the general meeting.

Trusts and Trust Companies.—The council have considered the Public Trustee Bill and the Trust Companies Bill, which have been again introduced into Parliament this year, and they see no reason to depart from the opinion they expressed last year on the general policy of the Public Trustee Bill, to the effect that its result would be the establishment of a large central office for the administration and execution under public officials of private estates and private trusts, which would add considerably to the expenses of trusts, and surround their administration with the routine and delays inseparably connected with a Government office. The council repeat the doubt which they expressed last year—viz., whether, having regard to the Trustee Act, 1888, and the Trust Funds Investment Act, 1889, a Bill for the appointment of a public trustee or for establishing trust companies is really required. But in case the Bills, or either of them, should become law, the council made numerous suggestions for their amendment, many of which have been adopted. In particular, in the Bills of last session, no adequate provision was made for retaining the assistance of the solicitors previously employed in connection with a trust, but the council have secured the insertion of a suitable clause for the purpose in both Bills now before Parliament. These Bills provide for the public trustee and trust companies being paid for their services as trustee. A leading provincial law society has recently expressed the opinion that trustees should, as a rule, be at liberty to charge for their services, and the council have this question under their consideration. The recent decisions *Re Roberts* (43 Ch. D. 52), and *Re Wallis* (W. N., 1890, p. 89) that a mortgagee cannot charge his mortgagor for professional services rendered by himself in preparing the security or in realizing it, render the consideration of this question more necessary.

Companies' (Winding-up) Bill, 1890.—The council considered this Bill, which, as originally drawn, was open to grave objection. The views of the council were communicated to the law officers of the Crown and to the Grand Committee on Trade, and amendments were prepared and placed in the hands of the Right Hon. H. H. Fowler. Of these amendments several were adopted. There remain, however, some further important amendments which Mr. Fowler has given notice of his intention to move when the Bill comes up for consideration on report.

Justices' Clerks conducting Prosecutions.—It being understood that a Bill would be introduced this session relating to the conduct of prosecutions by justices' clerks, the council appointed a committee to report upon the matter. In the meantime, the council, having been informed that it was proposed to make the consent of the committing magistrates a condition precedent to the employment of their clerks in conducting prosecutions, passed a resolution that they saw no objection to that proposal, and communicated it to the Attorney-General. The committee made a report, but, before adopting it, the council wished to have the views of the Provincial Law Societies, and a circular was accordingly addressed to each, and their opinions were asked (1) upon the point above mentioned; (2) as to the desirability or otherwise of the proposal contained in a Bill introduced in the session of 1885, which had for its object the extension to county justices' clerks of the disqualification which already exists in boroughs; (3) as to whether any cases had arisen in which clerks of justices had been by themselves or partners engaged in proceedings before such justices. With regard to the second question, the council said that it ought to be considered with due regard to the necessity for insuring the proper conduct of prosecutions throughout the country, including rural districts, on which point reference was made to the fifth and final report of the Judicature Commissioners on Public Prosecutors. The council considered the practice referred to in the third question was obviously objectionable, and one which might be clearly prohibited by the justices, and they asked whether it was necessary or desirable to prohibit such a practice by legislative enactment. Replies have been received from twenty-two societies, which indicate that on the main question (the second) great difference of opinion prevails. The council have therefore not thought it expedient to take any further action pending the introduction of the Bill, which, it is now announced, will not be this session.

Land Transfer Bill.—In view of the expected reintroduction of this proposed measure, the council thought it desirable to review the objections they had raised, on the part of the public and the profession, to the Bill as withdrawn from the House of Lords last year. Conferences between the council and representatives of the Provincial Law Societies, and of solicitors practising in London and the neighbourhood, have been held in the society's hall, the president on each occasion being in the chair and conducting the proceedings. At these meetings it was determined that no pains should be spared in bringing to the notice of the leading members of both Houses of Parliament the objections alluded to above, viz:—(1) The compulsory character of the Bill. (2) Its skeleton form, the measure having to be completed and worked by rules to be issued by the Lord Chancellor, on his sole authority. (3) The creation of a system extending over the whole of England and Wales, with an army of officials to carry it into execution, for none of whom is any special qualification prescribed. All the influential Provincial Law Societies, and a large number of individual members of the society, actively assisted the council in carrying this intention into effect, and the thanks of the profession are due to them for the time and labour which they gave up to this object. No Bill has as yet been introduced into Parliament in the present session.

Legacy and Succession Duty.—In their last report the council drew attention to the fact that under the 21st section of the Inland Revenue Act, 1888, in the case of a will in the very common form which directs the conversion of the testator's residuary real and personal estate and the payment out of the proceeds of debts, funeral expenses, and legacies, the duty on legacies should be apportioned; that the values of the real and personal estate should be separately ascertained, and that succession duty should be paid upon such part of the legacy as is proportionate to the value of the real estate, and legacy duty on such part as is proportionate to the value of the personal estate. In order to obviate the inconvenience which must necessarily arise, and prevent the expense incurred in ascertaining the relative values of the real and personal property and preparing the account, which is wholly disproportionate to any benefit to be derived by the revenue from the enactment, the council suggested a clause for insertion in wills. It was also suggested that in the case of wills already executed a short codicil to the same effect should be made when opportunity occurred. Since the issue of the clause the attention of the council has been drawn to the fact that in certain cases it would not work satisfactorily, and they therefore took the opinion of counsel on the subject, under whose advice it has been altered in the form in the note.*

Land Charges Registration and Searches Act, 1888.—The council have inquired into the case of *Reg.* v. *Holt* (38 W. R. 236), which was brought forward by the Municipal Corporations Association, in consequence of an opinion taken by them of the law officers of the Crown in March, 1889, the court having decided that charges under section 257 of the Public Health Act, 1875, need not be registered. If this view be correct, it is considered that the result will be very greatly to lessen the usefulness of the Land Charges Act, 1888. Charges similar to those created under section 257 of the Public Health Act, 1875, are very numerous. It appeared to the council that the balance of advantage was in favour of registration, as it is always practicable for local authorities to enforce prompt payments, and, after a short period of delay, to register only such charges as may be delayed in payment and doubtful of recovery. Under these circumstances the council submitted a case to Sir Horace Davey and Mr. Howard Elphinstone to advise, having regard to the case of *Reg.* v. *Holt*, whether charges under section 257 of the Public Health Act required registration, and whether a fresh test case was expedient; and also whether statutory charges not amounting to rent charges would affect a purchaser without notice, and whether new legislation was desirable. The opinion was as follows:—"We are of opinion that charges made under section 257 of the Public Health Act, 1875, require registration under the Land Charges Act, 1888, in order to be valid against a purchaser for value of the land charged therewith, and that it is expedient to bring the decision in *Reg.* v. *Holt* before the Court of Appeal by a fresh test case. The question whether a statutory charge on land affects a purchaser for value does not, in our opinion, depend upon notice. We do not consider that new legislation is necessary on the point decided in *Reg.* v. *Holt*." The result was that a communication was subsequently received from the Municipal Corporations Association, suggesting that municipal authorities should keep local registers of all charges on land amounting to £5 and upwards not registered under the Land Charges Act, 1888, and that otherwise such charges should not affect a purchaser, and that the local authority should apply certificates of official searches, and the association were to procure for that purpose the insertion of clauses into the Public Health Amendment Bill of the present session.

(To be continued.)

GLOUCESTERSHIRE AND WILTSHIRE INCORPORATED LAW SOCIETY.

The annual meeting of this society was held at Swindon on the 2nd inst., Mr. ROBERT ELLETT (Cirencester), the president of the society, presided, and amongst the members present were—Messrs. H. Kinneir, W. H. Kinneir, Townsend, and Tombs (Swindon), Keary, E. M. Awdry, P. D. Awdry, and R. B. Wood (Chippenham), E. C. Sewell (Cirencester), Mr. Coren, the hon. secretary, and Messrs. E. Sidney Hartland (Gloucester), W. S. Jones and Forrester (Malmesbury), Warman (Stroud), J. Wintle and D. J. Wintle (Newnham), A. E. Smith (Nailsworth), and A. H. Chanter (Wotton-under-Edge).

The report of the committee was adopted on the motion of the president, who congratulated the members upon the non-introduction of the Land Transfer Bill in the present session; a result which he attributed in a great measure to the steps taken by the Council of the Incorporated Law Society and the provincial law societies to enlighten the public as to the objectionable character of the scheme of registration which the Lord Chancellor's Bill proposed to establish.

Grants to the amount of £85 were made to the families of deceased solicitors in the district.

Mr. Ellett was re-elected president, Mr. James B. Winterbotham (Cheltenham) was elected vice-president, and the committee was appointed.

The members afterwards took an interesting excursion to Bowood and Lacock Abbey, and subsequently dined together at Chippenham.

The following are extracts from the report of the committee:—

Members.—The present number of members is 106.

Land Transfer Bill.—In consequence of the intimation which was given in the Queen's Speech that the Land Transfer Bill would be re-introduced in the present session, a general meeting of the society was held at Gloucester on the 5th of March last, and resolutions passed pledging the

* I direct that all legacies given by this my will or by any codicil hereto [and the legacy duty thereon] shall be paid primarily out of my personal estate, in exoneration, as far as may be, of the proceeds of sale of my real estate. [The words in brackets should be used when the legacies are given free from duty.]

society to co-operate with the Council of the Incorporated Law Society, and with the Associated Provincial Law Societies, in an organized opposition to the objectionable features of the proposed measure, particularly its compulsory character, its incomplete form (important details being left to the operation of rules to be issued by the Lord Chancellor), and the vast amount of officialism and patronage which would be created. Mr. W. S. Jones attended as a representative of this society at a special meeting of the Associated Provincial Law Societies on the 6th of March, and he with Mr. E. Northam Witchell attended as representatives at a conference with the Council of the Incorporated Law Society on the 7th of March. At these meetings all necessary arrangements were made for setting on foot an active opposition in every parliamentary division throughout the country immediately upon the introduction of the Bill. In furtherance of these arrangements your committee caused communications to be addressed to correspondents in each of the following parliamentary divisions by way of preparation for more active measures in due course. Gloucestershire.—Cheltenham, Cirencester, Forest of Dean, Gloucester, Stroud, Tewkesbury, and Thornbury. Wiltshire.—Chippenham, Cricklade, Devizes, Salisbury, Westbury, and Wilton. It has, not, however, been necessary to proceed further, as the Bill has not at present been introduced.

The Bankruptcy Bill, 1890.—This Bill appeared to the committee to be open to grave objection as tending to increase the officialism which now is so conspicuous in bankruptcy business, and also to further discourage private arrangements and compositions, to the undoubted prejudice of the public, and also because of the unduly stringent provisions affecting the discharge of the bankrupt, and the extension of the rule as to the relation back of the title of a trustee, and of the doctrine of fraudulent preference. Your committee, have, therefore, concurred with the Associated Provincial Societies in urging the amendment of the Bill in these particulars.

Remuneration of Private Trustees.—The Manchester Law Association addressed a communication to this society and to the other provincial law societies in support of a proposal to seek legislative provision for the remuneration of private trustees. It appeared to your committee to be very doubtful whether such legislation would be beneficial to the profession, especially to the majority of solicitors in the country, or to the public, and they further thought the consideration of the proposal premature, until a suggested scale of remuneration has been framed. These views were expressed by the representatives of this and other societies at a meeting of the provincial law societies on the 14th of May, when the matter stood over.

Justices' Clerks conducting Prosecutions.—A communication has been received from the Council of the Incorporated Law Society inviting an expression of opinion on the following questions:—(1) Whether there would be any objection to make the consent of the committing magistrates a condition of the employment of county justices' clerks as solicitors for the prosecution on a trial at the assizes or quarter sessions. (2) As to the desirability of extending to county justices' clerks the disqualification as regards the conduct of prosecutions which already exists in boroughs, and (3) whether any cases have arisen in this district in which clerks to justices have been by themselves or their partners engaged as solicitors for parties in proceedings before such justices. As to the first question the committee answered that they saw no objection to the proposal; to the second that they did not consider the proposal necessary or expedient; and to the third that they were not aware of such cases, and thought legislation unnecessary, but would not object to it. In answering the second question the committee felt that it was necessary to take into consideration the importance of insuring the proper conduct of prosecutions throughout the country, including the rural districts, where in their opinion it would frequently be found impossible to get prosecutions properly conducted, if the magistrates' clerk should be disqualified.

Companies' Winding-up Bill, 1890.—This Bill proposes to apply the machinery of the Bankruptcy Act, with its marked tendency to officialism, to the winding up of joint-stock companies, and amendments proposed by the Council of the Incorporated Law Society, with the object of protecting the interests of the profession, and avoiding unnecessary stringency in the practice of winding up, were supported by your committee and communications in favour of such amendments addressed to the local members of parliament.

President.—In July, 1889, Mr. Ellett was elected an ordinary member of the Council of the Incorporated Law Society, and he thereupon placed his resignation of the office of president of this society in the hands of the committee. They, however, requested him to continue in office until the ensuing annual meeting.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 9th inst., Mr. Sidney Smith in the chair. The other directors present were—Messrs. W. B. Brook, G. B. Gregory, Edwin Hedger, J. H. Kays, Henry Roscoe, R. W. Tweedie, F. T. Woolbert, and J. T. Scott (secretary). A sum of £425 was distributed in grants of relief, 89 new members were admitted to the association, and other general business was transacted.

LAW ASSOCIATION.

At a meeting of the directors held at the hall of the Incorporated Law Society on Thursday, the 10th inst.—the following being present—viz., Mr. Sidney Smith, (chairman), Messrs. Cronin, Desborough, Finch, Hedger, Lucas, Toovey, and Arthur Carpenter (secretary)—a grant of £15 was made to the widow of a non-member, and the ordinary general business was transacted.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Intermediate Examination.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 19th of June, 1890:—

Airey, Alexander Stockdale
Allan, Walter Beattie
Allen, Frederick George
Allinson, Charles Joseph
Baddeley, Edward Lawrence
Bainton, Henry William Eddison
Bartleet, Arthur Middlemore, B.A., LL.B.
Bathurst, Allen
Bennett, George Locking, B.A.
Biddlecombe, Ernest Lloyd, B.A.
Birkett, John Stanwell, B.A.
Blaber, William Henry
Blagden, George Rupert
Bootiman, Albert Victor
Bramley, Edward, M.A.
Brian, Cadwallader George
Brodhurst, Maynard Sandys, B.A.
Brooks, Arthur Douglas, B.A.
Brown, Frederic Hills
Brown, James Mellor
Brown, William Henry Trotter
Bunting, John Emanuel
Butler, Wilson, B.A.
Callender, George Dayrell
Canning, William Davis
Chamberlin, Arthur William
Chambers, Edward Percy
Chilman, John William
Cobbold, Christian Chevallier
Cockburn, John Henry
Creed, George John
Crossfield, Henry Atherton
Curtler, William Henry Ricketts
Dales, John
Debenham, Alfred Edward
Dowse, George James
Dunn, William, B.A., LL.B.
Edwards, Henry Charles
Everington, William Arnold
Evershed, Edward, B.A.
Evershed, Frank, B.A.
Fawcett, Alfred Stanley
Ford, Hugh Rawlinson, B.A.
Fox, Alfred Francis, B.A.
Franklin, Abraham Henry, B.A.
Frere, Laurie, B.A.
Gee, Hubert Spencer
Geipel, Sidney
Greaves, John William
Griffith, George Marshall, B.A.
Hacking, Alfred Joseph, B.A.
Harbottle, John Hume
Harrison, Ernest William
Hart, William Edward
Hatton, Arthur Gerald
Haworth, Charles Joseph
Hewitt, John, B.A.
Hodgson, Charles William Allen
Holder, Arthur Charles
Hook, George
Hopgood, Harold Burn, B.A.
Houseman, Henry de Lancey
Ireland, Frank Herbert
Irwin, Henry Dillon
Jones, Francis Thomas, B.A.
Jones, Frederick Llewellyn, B.A.
Jones, Henry Maxwell, B.A.
Jones, John Harry
Kerr, Robert Charles
Lempriere, John Locke
Loft, Alfred Dale Capel
Loft, Percy John Martin
Luard, Gerard Maurice Charles, B.A.
MacMahon, Patrick Maurice
Macnaghten, Frederic Fergus, B.A.
Mandy, William Harold, B.A.
Martin, Frank Reece
Martineau, Gerald, LL.B.
Maxwell, James Graham, B.A.
Michell, Robert Treneer, B.A.
Millican, Ernest
Milward, John Henry
Morant, Abdy Locke
Morgan, Richard Felix
Murton, Charles Duncan, B.A.
Nicklin, Herbert John
Norris, George Goodwin
North, Edward Roundell Whipp
O'Connor, Mark
Ommanney, Francis Frederick
Page, Arthur William
Parker, Frank
Peachey, Charles Bernard
Pearce, Ernest Johnson
Pearson, Alexander
Pearson, John Dawson
Penlington, Edmund Tom, B.A.
Pethybridge, William Hampton
Petman, Richard John
Pickles, John
Polhill, Sydney Gilbert
Postlethwaite, George Burrow, B.A.
Potts, George, B.A.
Pryor, Cyril Herbert
Pye-Smith, Edward Wilfred
Rawlins, Northwood
Reuss, John Leonard
Richards, Thomas
Richardson, Arthur, B.A.
Robbs, Walter
Roberts, Robert Lynford Caryl
Robins, William Henry
Roche, Maurice
Rollinson, Ernest Mark
St. Leger, Hugh
Sandford, Arthur
Scott, Alfred
Scott, John Parker
Shapland, Arden Francis Terrell
Simpson, Herbert
Skinner, Charles Blackett
Slocock, Arthur Edmund Oliver, B.A.
Smith, Frank Eden
Smith, Harry Partridge
Smith, John Hepworth
Smith, William McKenzie
Spokes, Frederick William
Stern, Frederick Augustus Simpson
Stilgoe, Wilfred Hamilton
Strover, John Bakewell
Sword, Alexander Bruce Donnistoun
Thomson, Oswald Dykes
Tomlinson, William
Tootell, Frederick Joseph
Tunbridge, Norley
Voss, Howell Walters
Vulliamy, Frederick Arthur
Whitford, Charles Edward
Willson, Christopher
Wood, George Frederick Joseph
Wood, James Fawcett
Woodward, William Alfred
Woolmer, Shirley Worthington
Wylie, John
Young, Arthur Dickson Waring

Final Examination.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 17th and 18th of June, 1890:—

Adams, Herbert Edward
Allen, William Edward Romilly
Andrew, Charles James, B.A.
Andrews, David Palmer
Anning, Edward Herbert
Anthony, James Emerson

Atcherley, Richard Topping Beverley
Atkinson, Charles Joshua Fearnside
Ayre, Fearnley Fewson
Bagshaw, John Edward Burton
Bailey, George William
Bailey, Thomas Holden
Baker, Reginald Henry Thurlow
Baldwin, Hartley
Ballantine, James
Barker, Valentine
Bartlett, Arthur Henry, B.A.
Bartley, Richard Edward
Beckwith, Robert William
Bell, John Lawrence
Bennett, Norman
Bentley, Charles
Benwell, Charles Marchant
Bernstone, Henry
Binns, Percy Noel
Binyon, John Frederick, B.A.
Blades, Henry Dawson
Blagg, Ernest William Holcomb
Blake, Herbert Frederick, B.A.
Blunt, Graham
Boulting, Eustace George
Bowley, Francis Bulmer Lyon
Bramall, Edward Reginald Dalton
Brewis, George Rodson
Brighouse, Alexander Davidson, B.A.
Bromley, Rupert Fitzroy
Brookes, Henry Langham, M.A.
Brown, John Edward
Brown, John Williamson
Budden, James Pearce
Bulbeck, William Henry
Bullivant, Thomas Pelham
Burton, William Henry
Candler, Edward Wagstaffe, B.A.
Carn, William George
Carver, Frank, B.A.
Ceely, Alexander Robert Arthur
Challinor, Reginald
Chapman, Walter Charles Stephenson, B.A.
Chilcott, Hugh Thurston
Clark, Henry William
Clowes, Robert Eller
Collingwood, William George
Collins, Henry John
Coode, William Melville, B.A.
Costerton, Percival Sydney
Cox, Oswald
Crimp, Harris Norman
Crookes, Walter Scott
Dähne, Ernest Martin Clason
Darling, Henry
Davies, John Howard
Davies, Robert Owen
Dixon, Robert
Dobbs, Thomas George
Doria, Francesco
Drinkwater, George Frederick
Du Bois, Frederick
Duncan, Andrew Jameson Matthews, B.A.
Duncombe, Albert William Vanderhorst, B.A.
Eaton, James Stuart
Edwards, John Bruen
Edwards, William Henry
Ellis, Hiram
Evans, Laming Worthington
Fairer, Edwin John
Few, Robert Ernald
Firth, Herbert Allan
Fisher, Lionel George
Fletcher, Arthur Monk
Forbes, James Ochoncar
Gilman, Francis
Gladstone, John Ernest
Goodenough, Frederick Craufurd
Goold, John Heyden
Gore, Arthur Henry Nichols
Greene, John Wollaston
Grieveson, James Edward
Grover, Harold Sheppard Mills
Grundtvig, Herbert Theodore, B.A.
Gunstone, Arthur Broomer
Hall, James William
Hands, John Joshua
Hannay, George Pilling
Harding, George Valentine, B.A.
Hargrove, Sidney Harold, B.A.
Harries, Thomas Edward
Harris, Frederick William, B.A.
Harrison, Edward
Haworth, John
Higgs, Edwin
Hiller, Walpole
Hingston, Reginald
Holbrook, William John
Holcombe, Francis Dyke
Holmes, John Edward
Hough, Kighley John
Howell, Ernest Albert Snelling
Hudson, Arthur Vaughan
Hugonin, Edgar, B.A.
Hussey, Charles Cochrane
Hutchinson, Elliott St. Maurice
Ingledew, Hugh Murray, B.A.
Instone, Stanley
Iveson, Arthur Percival, B.A.
Jones, Daniel
Jones, Edward Henry
Jones, John Evan
Joseph, Walter John
Keele, Edward Yorke
Kirtlan, Thomas Edward Varley
Knocker, John Cowper
Knowles, Francis Gordon
Ladyman, Thomas Birchall
Lawson, George Stephenson
Leach, William Henry Felix
Levy, Henry Frederick
Lightfoot, George Augustus
Lishman, William Hugh
Livesey, Alfred John
Lloyd, Edward Stanley
Lloyd, Evelyn Charles
Lloyd-Jones, Charles Tilsley
Mackarness, Arthur John Coleridge, B.A.
Margrave, Robert
Marpole, David Williams
Marston, Edmund Richard
Mason, Robert Farrer
Mason, William Edmondson
Mathison, William Henry
May, James
Meager, Trevor Oswald
Mellor, Godfrey William Paget, B.A.
Moran, Frederick William Grace
Morgan, Ernest Charles
Murray, William Charles, B.A.
Naish, Charles
Nuttall, Frank Dalley
O'Donoghue, Thomas Good
Parker, Charles Rowland
Phillips, William David
Pinder, John Robert
Piper, Frederick
Plant, Edward Ashley
Plaskitt, William Levers, M.A., LL.B.
Platt, Winfrid Alured Comyn
Plunkett, William Alfred
Prance, Miles Herbert
Pratt, Alfred Ernest
Preston, Hermann Leigh Newbery
Price, Herbert John Emlyn
Pritchard, Godfrey, B.A.
Quincey, Bertram de Quincey
Ramsden, Arthur Hildebrand
Rankin, Arthur Joseph Burder
Rees, Theophilus Aneuryn
Remnant, Percy Waterland
Richards, Thomas James
Richardson, Bertram Ivor
Roberts, Robert Arthur
Rogers, Alexander Elliott
Rumboll, Charles Alfred
Sanderson, John Tunstall
Sauley, Alfred Harrison
Schierwater, Frederic Amandus
Scholes, Robert
Scarby, Frank
Seedhouse, Thomas Herbert
Short, Frederick
Slater, Charles William
Smith, Henry Valentine
Smith, James Edward
Stanfield, Arthur John Charles, B.A.
Stephenson, Thomas Walter Bernard
Stevens, Henry George
Stewart, Thomas Ward
Stileman, Herbert Ives
Stockton, Arthur
Stokes, Adrian Beatson
Strouts, Harry Frederick
Surtees, Aubone Alfred, B.A.
Tangye, Arthur Llewellyn
Taylor, George
Terry, John Frederick Hughes
Terry, Thomas Henry
Thomas, George
Thomas, Molyneux Frederick
Thompson, Robert Gascoigne
Thompson, Walter
Tordoff, Thomas Bunting
Travers, Harry
Trethowan, William James
Turner, Frank
Verey, James Gwynne
Vicars, Matthew John Miles, B.A.
Wainwright, Ernest Harold, B.A., LL.M.
Walker, James Herbert
Wallett, Russell Gladstone
Walton, Herbert
Ward, Nelson, B.A.
Ward, William John
Wardle, Frederic Darlington
Waterman, John Howard
Watkins, Henry Horatio
Webb, John Edgar
Wells, Ernest Fleetwood
White, Alfred
White, Joseph John Fisher, B.A.
Whiteside, Henry
Willey, Arthur Wellesley
Williams, Alfred Frederick
Williams, Ernest George Scott
Williams, John Lloyd Vaughan Seymour
Wilson, William Mortimer, B.A.
Wimbush, John Bourchier
Wingfield, George Arthur
Withers, John James, B.A.
Withy, Arthur Edward, B.A.
Wood, Arthur
Wood, [Herbert George Tyrrell
Woodward, John Arthur Toye
Wright, Jesse

LEGAL NEWS.

APPOINTMENTS.

Mr. Alexander Burns Shand, Lord Shand, a judge of the Court of Session in Scotland, who has been appointed a Member of the Privy Council, is the son of Mr. Alexander Shand, of Aberdeen, and was admitted a member of the Faculty of Advocates in Scotland in 1853. He was an advocate-depute from 1860 till 1862, Sheriff of Kincardineshire from 1862 till 1869, and Sheriff of Haddingtonshire and Berwickshire from 1869 till 1872, when he was appointed a judge of the Court of Session.

Mr. Joseph Broatch, solicitor (of the firm of Broatch & Gandy), of Penrith and Keswick, has been appointed a Commissioner for Oaths.

Mr. Mortimer David Propert, solicitor, of St. Davids and Haverfordwest, has been appointed a Commissioner for Oaths.

Mr. Basil Arnold Dyer, solicitor, of Bath, has been elected Coroner for that city. Mr. Dyer was admitted a solicitor in 1877.

Mr. Harold Albert Winser, solicitor, of Oldham, has been elected Town Clerk of the borough of Kingston-on-Thames, on the resignation of Mr. Walter Meacock Wilkinson. Mr. Winser was admitted a solicitor in 1881. He has been for several years assistant town clerk of Oldham.

Mr. Charles Spencer Houlder, solicitor (of the firm of Houlder & Court) of 7, Barbican, and of Southall, has been elected Chairman of the Law and City Courts Committee of the Common Council, in succession to the late Mr. William Joseph Foster. Mr. Houlder is a representative of the Ward of Aldersgate. He was admitted a solicitor in 1871, and he is vestry clerk of the parish of Norwood.

Mr. Beaumont Shepheard, solicitor (of the firm of Shepheards, 31 and 32, Finsbury-circus, E.C., and Shepheards & Bird, of 1, King-street, Kensington, W.), has been appointed Senior Under-Sheriff for the City of London for the year 1890-91 by William Farmer, Esq., of Cowarth Park, Sunningdale, and 48, Aldermanbury, E.C., Senior Sheriff-elect for the said city. Mr. B. Shepheard served the office of under-sheriff in the year 1882-83 to Mr. Alderman Savory, who was then sheriff, and is now next in rotation for Lord Mayor.

[The statement made last week that Mr. A. J. Shepheard had been appointed Under-Sheriff was incorrect.]

Mr. S. Gissing Skelton, solicitor, of 29, Lincoln's-inn-fields, London, and of Wembly, near Harrow, has been appointed a Commissioner for Oaths.

CHANGES IN PARTNERSHIP.

Dissolutions.

John Wilton Few and Morris Nattali Fuller, solicitors (Few & Fuller), 79, Borough High-street, Southwark. June 24.

Charles Octavius Humphreys, William Hardinge Humphreys, and James Francis Kershaw, solicitors (C. O. Humphreys & Sons), Gilt-spur-chambers, Holborn-viaduct, London, and No. 1, Rue Montalivet, Paris. June 30.

Alexander Grant Meek, Joseph Jackson, and Joseph Thornthwaite Jackson, solicitors (Meek, Jackson, & Jackson), Devizes. So far as regards the said Alexander Grant Meek. June 30. The business will in future be carried on by Joseph Jackson and Joseph Thornthwaite Jackson under the same style as heretofore.

Samuel Rowles Pattison, Carr Wigg, and William King, solicitors (Pattison, Wigg, & King), 11, Queen Victoria-street, London. June 30.

Thomas Lewis White and Joseph Oakey White, solicitors (White & White), Merthyr Tydfil. June 30. The said Thomas Lewis White will continue to practise on his own account. [*Gazette*, July 4.

JOHN EDMUND JONES and THOMAS PIERCY, solicitors (Jones & Piercy), York and Leeds. June 30. The said John Edmund Jones will continue to carry on the practice at York on his own account, and the said Thomas Piercy will continue to carry on the practice at Leeds on his own account. [*Gazette*, July 8.

GENERAL.

The House of Lords' Standing Committee on Law, presided over by Lord Herschell, on Tuesday considered the Settled Land Bill, which has been introduced to amend the Settled Land Acts of 1882 and 1889. The chairman moved a new clause enabling a tenant for life, on a grant for building purposes, to reserve a rent-charge in fee simple. He explained that in many parts of the country land could not be sold for building purposes because builders had not the money to buy, and the present proposal would remove that difficulty by enabling land to be sold for an annuity instead of for a sum down. The Earl of Selborne supported the clause, which was agreed to. The Bill was afterwards ordered to be reported.

The following letter has been forwarded to the Benchers of Lincoln's-inn, on behalf of the Society of Antiquaries, by the president of the society:—"Society of Antiquaries of London, Burlington House, Piccadilly, W., July 2, 1890. To the Benchers of the Honourable Society of Lincoln's-inn. My Lords and Gentlemen,—In December, 1885, at a meeting of the Society of Antiquaries of London, I was authorized by a unanimous vote of the society to sign a memorial praying you to countermand the threatened destruction of the gatehouse court of Lincoln's-inn with the chapel, hall, and the interesting chambers known as No. 24, where once lived Secretary Thurlow. Since that time the buildings have been preserved, but it now appears they are again in danger of destruction. From an independent survey of competent architects, I have reason to believe that the dilapidated condition of the buildings has been much exaggerated, and that, by a comparatively small expenditure on judicious repairs, the buildings may be placed in such a condition that they will last for many generations to come. I therefore again venture to address you in the name of this society, and to intercede on their behalf for the preservation of these interesting memorials of a past age, the destruction of which would be as deeply regretted as it is apparently needless. I have the honour to be, my lords and gentlemen, your obedient servant, JOHN EVANS, President of the Society of Antiquaries of London."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, July	14	Mr. Pemberton	Mr. Carrington	Mr. Jackson
Tuesday	15	Ward	Lavie	Clowes
Wednesday	16	Pemberton	Carrington	Jackson
Thursday	17	Ward	Lavie	Clowes
Friday	18	Pemberton	Carrington	Jackson
Saturday	19	Ward	Lavie	Clowes
		Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, July	14	Mr. Leach	Mr. Farmer	Mr. Beal
Tuesday	15	Godfrey	Rolt	Pugh
Wednesday	16	Leach	Farmer	Beal
Thursday	17	Godfrey	Rolt	Pugh
Friday	18	Leach	Farmer	Beal
Saturday	19	Godfrey	Rolt	Pugh

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CERRO DE PASCO (TRANSVAAL) GOLD FIELDS, LIMITED—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to John Henry Augustus Smith, 6a, Austinfriars

EUREKA REFRIGERATING CO, LIMITED—Petn for winding up, presented July 2, directed to be heard before Chitty, J, on Saturday, July 12 Paine & Co, solors for petner

HOUSE IMPROVEMENT AND SUPPLY ASSOCIATION, LIMITED—Creditors are required, on or before July 30, to send their names and addresses, and the particulars of their debts or claims, to Edward Hobbs, 11, Old Jewry chmbrs Wednesday, Aug 6, at 12, is appointed for hearing and adjudicating upon the said debts and claims

THE LAY IMPROVED MARINE PROJECTILE CO, LIMITED—Creditors are required, on or before Aug 3, to send their names and addresses, and the particulars of their debts or claims, to Mr William Dyson Perrins, Grecian chmbrs, Devereux ct, Temple

WESTON'S MUSIC HALL CO, LIMITED—Petn for winding up, presented July 1, directed to be heard before North, J, on Saturday, July 12 Gover, Queen st, Cheapside, solor for petner

FRIENDLY SOCIETY.

SUSPENDED FOR THREE MONTHS.

LOYAL BARONETS LODGE, National Independent Order of Odd Fellows, Bell Hotel, Micklegate, York July 1

London Gazette.—TUESDAY, July 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ADJUSTABLE HORSE SHOE SYNDICATE, LIMITED—Petn for winding up, presented July 3, directed to be heard before North, J, on July 19 Pilgrim & Phillips, Coleman st, agents for Watson & Co, Sheffield, solors for petners

CONDAL WATER CO, LIMITED—By an order made by Stirling, J, dated June 28, it was ordered that the company be wound up Ward & Co, Nicholas lane, solors for petners

C WILSON & CO, LIMITED—Petn for winding up, presented July 4, directed to be heard before Stirling, J, on Saturday, July 19 Ranger & Co, Fenchurch st, solors for petner

EAST RIDING CLUB AND RACECOURSE CO, LIMITED—Kay, J, has fixed July 18, at 12, at his chambers, for the appointment of an official liquidator

G FISCHER & CO, LIMITED—Creditors are required, on or before July 28, to send their names and addresses, and the particulars of their debts or claims, to Mr Henry Godfrey, 22, Queen st Tuesday, Aug 5, at 12, is appointed for hearing and adjudicating upon the debts and claims

MOSS BAY HEMATITE IRON AND STEEL CO, LIMITED—Creditors are required, on or before Aug 2, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, Middlesborough on Tees Saturday, Aug 9, at 12, is appointed for hearing and adjudicating upon the debts and claims

PRESS SYNDICATE, LIMITED—By an order made by North, J, dated June 14, it was ordered that the syndicate be wound up Rose-Innes & Co, Billiter sq bldgs, solors for petner

THE ARDLEIGH BREAD CO, LIMITED—Creditors are required, on or before Aug 15, to send their names and addresses, and the particulars of their debts or claims, to Walter H Short, 31, Wool Exchange, Coleman st

TRAFALGAR CO, LIMITED—Petn for winding up, presented July 4, directed to be heard before Chitty, J, on Saturday, July 19 Williams & Co, Vestry House, Laurence Pountney hill, solors for petners

UNIVERSAL AUTOMATIC MACHINES CO, LIMITED—Petn for winding up, presented July 7, directed to be heard before Kay, J, on July 19 Slaughter & May, Austinfriars, solors for petner

UNLIMITED IN CHANCERY.

NEWCASTLE, NORTHUMBERLAND, AND DURHAM PERMANENT BENEFIT BUILDING SOCIETY—Petn for winding up, presented July 5, directed to be heard before Chitty, J, on July 19 Bonner & Co, Fenchurch st, agents for Ridley, Newcastle upon Tyne, solor for petner

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

STANDARD BANK OF MANCHESTER, LIMITED—By an order made by Bristowe, VC, dated June 28, it was ordered that the bank be wound up Storer & Co, Manchester, solors for petner

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 27.

CAIRNS, ARTHUR WILLIAM, Earl, Queen st, Mayfair. July 24. Cooper v Daniell, Chitty, J. Lumley, Conduit st, Bond st

PFEIFFER, EMILY, West Hill, Putney. July 25. Lamond v Rocca, Chitty, J. Williams, Bank bldgs

REECE, HERBERT, Cardiff, Agent. July 26. Capenhurst v Reece, North, J. Morgan & Scott, Cardiff

London Gazette.—TUESDAY, July 1.

BAKER, WILLIAM, Leicester, Draper. July 31. Baker v Baker, Kay, J. Harris, Leicester

BENNETT, JOSEPH, Sandy, Bedford, Coach Proprietor. July 19. Clarke v Bennett, Kay, J. Smith, Sandy

COULSON, ROBERT, Haymarket, Gent. July 26. Jackson v Hamerton, Chitty, J. Spottiswoode, Craven st, Strand

DOBSON, HANNAH, Salford, Lancaster. July 21. Shimeld v Heywood, Chitty, J. Chapman & Co, Manchester

London Gazette.—FRIDAY, July 4.

BROGDEN, JOHN, Victoria st, Westminster, Esq. Aug 2. Budgett v Brogden Stirling, J. Smiles, Bedford row

INGLIS, WILLIAM FLEMING, Liverpool. July 13. Morrison & Co v Inglis, Registrar, Liverpool. Butcher, Liverpool

LUMLEY, LEONARD RAISBECK, Stockton, Durham, Gent. Aug 2. Bianchi v Dodds, Stirling, J. Adshead, Lincoln's inn fields

SADLER, CHARLES, Poultry, Merchant. Nov 4. Sharman v Batchellor, Stirling, J. Nash, South sq, Gray's inn

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 1.

BICKHAM, WILLIAM HENRY, Bicknoller, Somerset, Gent. Aug 2. Meyler, Taunton

BREARLEY, ABRAHAM, Smithy Bridge, nr Rochdale, Gent. Aug 1. Brierly & Hudson, Rochdale

BYCRAFT, BETSY, Kingston upon Hull. Aug 9. Laverack & Son, Hull

CAMPION, FREDERIC, Ockbrook, Derby, Civil Engineer. Aug 16. Copping, Godliman st, Doctors' Commons

CHESTER, JAMES RADCLIFFE, Gray's inn rd, Pawnbrokers' Manager. Aug 11. J. & C. Attenborough, Ely place, Holborn

CONNOLLY, ELIZABETH, Croydon, Surrey. Aug 1. Holmes, King st, Cheapside

CURTIS, FRANK FORD, Kingston upon Hull, Tailor. Aug 15. Locking & Holdich, Hull

DAVIES, THOMAS, Aconbury, Hereford, Carpenter. July 19. Allen, Hereford

DENT, JOHN, Shrewsbury, Gent. Aug 7. C. D. & R. A. Craig, Shrewsbury

FRYER, MARGARET, Sussex st, Norwich. Aug 26. Sadd & Bacon, Norwich

GIBSON, ANN, Lillington, Warwick. Aug 1. Wright & Hassall, Leamington

GRAY, HENRY HOWARD, Chorlton upon Medlock, Manchester, Gent. Aug 1 Hockin & Co, Manchester

HALSTEAD, DAVID, Halifax, Tin Plate Worker. Sept 1. Walker, Halifax

HARVEY, WILLIAM FINCH, Chartam, Kent, Farmer. Aug 31. Kingsford & Co, Canterbury

HAWLEY, MARY ANN, Kingston upon Hull, Tailor. Aug 15. Locking & Holdich, Hull

HEBBLETHWAITE, JAMES, Southowram, Halifax, Colliery Proprietor. July 5. Lawton, Halifax

HOLMES, ELIZA, Holme on Spalding Moors, Yorks. Aug 15. Locking & Holdich, Hull

HUGHES, JOHN, Liverpool, Coal Dealer. Aug 30. Jones & Milne, Liverpool

HUTCHINSON, HARRIET, Pendlebury, Lancs. Aug 20. Cunliffes & Greg, Manchester

LEAH, THOMAS COOPER, Hyde, Chester, Physician. July 14. Smith, Hyde

LOMAS, WILLIAM, Kingston-upon-Hull, Shoemaker July 22. Frost & Dawson, Hull, or Brown, Gt Grimsby

MATTHEWS, JANE, Drybrook, Glos. July 21. Bradstock, Cinderford

MORRIS, JOSEPH, Rusholme, Manchester, Wire Drawer. Aug 16. Cooper & Sons, Manchester
MORRIS, WILLIAM BAINES, Malpas, Cheshire, Esq. Aug 6. Masters & Rogers, Liverpool
NEWSHAM, WILLIAM PUDSEY, Saltburn-by-the-Sea, Coal Merchant. July 9. Walter Scott, Hartlepool
NIELD, MARGARET, Stockport. Aug 1. Smith, Stockport
PEACOCK, ELIZABETH, St Helens, Lancs. July 15. Barrow & Cook, St Helens
PHIPSON, ARTHUR, Midhurst, Sussex, Solicitor. Aug 9. Turner & Hacon, Leadenhall st
PODCOCK, GEORGE PEARCE, Ramsgate, Gent. Aug 26. Wrentmore & Son, Bedford row
PURNELL, ELIZABETH, Canford Lodge, Streatham. Aug 16. Gwynn & Co, Bristol
RICHARDSON, EDWARD, Warkworth, Northumberland, Gent. Aug 16. Watson & Dendy, Newcastle upon Tyne
ROWLAND, JOSEPH, Kidlington, Oxon, Esq. Aug 1. Taylor, Lincoln's inn fields
SAMUEL, MARIA, Alexandra terr, Liverpool. Aug 1. Parkinson & Hess, Liverpool
SCOTT, GEORGE, Cheetham, Manchester, Furniture Remover. July 26. Orrell, Manchester
SIMPSON, JOHN, Liverpool, Marine Engineer. Aug 30. H. C. & A. S. Reynolds, Liverpool
SKARDON, CHARLES SHEPHEARD, Plymouth, Auctioneer. Sept 29. Wilson & Love, Plymouth
STEPHENS, AUGUSTUS HENRY, Wilton pl, Belgrave sq. August 1. Gwilt, Duke st, Adelphi
SUTER, ROBERT EDMOND, Withington, nr Manchester, formerly Hall Keeper August 15. A & G W Fox, Manchester
TIDY, BENJAMIN LEOPOLD, Manchester, Tallow Refiner. September 26. Whitaker, Duchy of Lancaster Office, Lancaster place
GUISEPPE, otherwise JOSEP VOLA, Moor st, Soho, Wine Merchant. August 7. Clement & Co, Pall Mall
WALLIS REBECCA SAVAGE, Gubyon avenue, Herne Hill. August 15. Herbert, Cork st, Burlington gdns
WRIGHT, ELIZABETH, Bulwell, Nottingham. August 20. Watson & Co, Nottingham
WRIGHT, GEORGE, Lee, Kent, Licensed Victualler. July 31. Newton & Newton High st, Lewisham
WRIGHT, HENRY RICHARD, Lee, Kent, Licensed Victualler. July 31. Newton & Newton, High st, Lewisham
WRIGHT, THOMAS, South Knighton, Leicester, Gent. August 23. Corsellis & Co, Wandsworth and Quality court, Chancery lane

London Gazette.—FRIDAY, July 4.

ANDERSON, JOHN LAUGHTON, Landor rd, Stockwell, Gent. July 30. Arkcoll & Cockell, Tooley st, Southwark
AXFORD, MARY JANE, Croydon, Bootmaker. August 15. Rowland & Hutchinson, Croydon
BAILEY, THOMAS, Kingston upon Hull, Licensed Victualler. Sep 1. Colbeck & Thompson, Hull
BARFORD, ELIZABETH, Prestonville rd, Brighton. Aug 5. Potter & Co, King st, Cheapside
BLADES, WILLIAM, Abchurch lane, Printer. August 16. Munns & Longden, Old Jewry
BROWNE, MARIA, Norwich, Cap Maker. Aug 30. Emerson, Norwich
BUCKLEY, THOMAS, Tytherington, nr Macclesfield. August 9. Wadsworth, Macclesfield
BYFORD, CHARLES WILLIAM, Worthing, Sussex, Gent. August 12. Holmes, Worthing
CASEY, MARY, Poole, Dorset. Aug 1. Trevanion & Co, Poole
COLE, ROBERT, Tattershall, Lincs, Gent. Aug 25. Clitherow & Elsey, Horncastle and Tattershall
COLES, JOHN, Bicester, Oxon, Brewer. Sept 4. Westell & Son, Witney
CRAIG, THOMAS, St Anthony's, Northumberland, Manager of Lead Works. Aug 12. Mather & Co, Newcastle on Tyne
DAVIS, ANN ELIZABETH, Harleyford rd, Kennington. Aug 1. Tyler, Lincoln's inn fields
FAVIELL, GEORGE, Airmyn, Yorks, Gent. Aug 11. England & Son, Goole
FINCH, HENRY, Rayleigh, Essex, Farmer. Aug 31. Duffield & Rutty, Tokenhouse yd
GARNHAM, JOHN, New Oxford st, Boot Manufacturer. Aug 31. Barrow, Charlotte st, Fitzroy sq
GILLARD, WILLIAM, Gloucester, Photographer. July 31, Champney & Long, Gloucester
HARRISON, RALPH, South Shields, Pilot. July 30. Osborne, South Shields
ROBERTS, ELIZABETH HELLIN, Holyhead, Anglesey. Aug 8. Evans, Holyhead
HULTON, FREDERICK BLETHYN COPLEY, Whalley Grange, Lancs, Esq. July 31. Boote & Edgar, Manchester; or Slater & Co, Manchester
JACOBSON, MARK, Balfour rd, Highbury New pk. July 31. Bentwitch, Corporation chbrs, Guildhall yard
JOHNSON, GEORGE, Kingston upon Hull, Publican. Aug 10. Barker & Mayfield, Hull
KNOWLES, SAMUEL, Bury. Aug 4. Bertwistle, Bury
LAW, ELSTON, Sleaford, Lincs, Auctioneer. Aug 16. Peake & Co, Sleaford
LEES, JAMES, King's Norton, Worcestershire, Gent. Aug 2. Boddington, Warwick
LUND, JOHN, Bradford, Stuff Manufacturer. Aug 1. Gaunt & Co, Bradford
MARSHALL, CAROLINE, Scarborough, Wool Rug Manufacturer. Aug 12. Powell & Co, Knaresborough
NIGHTINGALE, EMILY, St James's ter, Harrow rd. Aug 5. Baker & Co, Cannon st
MOTUM, JOHN, Dallinghoo, Suffolk, Farmer. Aug 6. Welton, Woodbridge
RAMSAY, EDITH CARPENDALE, Hobart, Tasmania. Aug 5. Cookson & Co, Lincoln's inn fields
RICH, GEORGE, Birkdale, Lancs, Agricultural Implement Manufacturer. Aug 16. Tucker, Manchester
RICH, JOHN INMAN, Brent Knoll, Somerset, Yeoman. July 31. Chapman & Co, Bridgewater
ROSS, JAMES, Stanley cum Wrenthorpe, Yorks, Gent. Aug 16. Horner & Edmondson, Wakefield
SOPER, RICHARD COLTMAN, Brimpton, Berks, Aug 14. Mason & Soper, Chancery lane
SPOONER, JAMES, Portmadoc, Carnarvon, Esq. Aug 12. Upton & Co, Austinfriars
STOKES, ALFRED, Edgbaston, Birmingham, Coal Dealer. Aug 16. Baker & Sutton, Birmingham
WADE, JOHN, Mitcham, Surrey. Aug 15. Rowland & Hutchinson, Croydon
WEBB, JOHN, Crewkerne, Somerset, Yeoman. August 9. J. & W. B. Sparks & Blake, Crewkerne
WESTON, EDWARD ALBERT GOUGH, Clarendon gardens, Maida Vale. August 1. Lewty & Co, John st, Bedford row

London Gazette.—TUESDAY, July 8.

BAINES, THOMAS, Preston, Joiner. Aug 18. Banks & Co, Preston
BARRATT, JAMES REYNAL, Sale, Chester, Chartered Accountant. Aug 5. Boote & Edgar, Manchester
BERTWISTLE, ALBERT, Manchester, Clerk in a Warehouse. July 28. Cooke, Hyde
BLAGG, JOSEPH HENRY, Hildrop cres, Camden rd, Gent. Aug 1. Forber, London st, Fenchurch st
BRIERLEY, ELIZA, Southport. Aug 12. Russell, Bolton
CHAPMAN, GEORGE WILLIAM, Bristol, Estate Agent. July 30. Allen, Hereford
CHARLES, HOPKIN, Briton Ferry, Glam, Hay Merchant. Aug 20. Tennant & Jones, Aberavon
CHARLESWORTH, THOMAS, Sheffield, Gent. Aug 2. Watson & Co, Sheffield
CHORLEY, THOMAS FEARNCOMBE, Moorgate st, Solicitor. Sept 1. Spencer & Co Cheapside
CLARK, HENRY, Clitheroe, Lancs, Coachman. Aug 9. Robinson & Sons, Clitheroe
CRABB, LAVINIA, Cator rd, Sydenham. Aug 11. Morgan & Co, Furnival's inn
CRABB, WILLIAM JAMES, Lordship rd, Stoke Newington, Corn Merchant. Aug 11. Morgan & Co, Furnival's inn
CUMMING, ALEXANDER, Gracechurch st, Oil Merchant. Aug 11. Jackson, Cannon st
DAVENPORT, EDWARD, St Albans. Aug 7. Chapman, Pancras lane
DAVIES, SAMUEL RICHARD, Ross, Hereford, Solicitor. Aug 1. Davies, Ross
DOVER, MAHALA, Totteridge, Herts. Aug 11. Mills, Ipswich
DUNCAN, WILLIAM ADDISON, Cheetham, Manchester, Oil Merchant. Aug 15. J E & R Whitworth, Manchester
EARLAND, WILLIAM, Mornington, Dunedin, New Zealand, Chemist. Aug 4. Gadsden & Treherne, Bedford row
FORT, WILLIAM, Bingley, Yorks, Farmer. Aug 7. Ellis, Keighley
HARDCASTLE, MATTHEW, Leeds, Grocer. Aug 5. Malcolm, Leeds
HARNDEN, JOHN, Blundell-sands, Lancs. Aug 9. Bremner & Sons, Liverpool
HOOKE, JOHN, Gordon sq, Esq. Aug 8. Street & Poynter, Lincoln's inn fields
HOWARD, CHARLES, jun, Thanet st, Burton crescent, Dealer in Horses. Aug 6. Johnson & Dowding, Queen st, Cheapside
HULTON, FREDERICK BLETHYN COPLEY, Whalley Grange, Lancs, Esq. July 31. Boote & Edgar, Manchester, or Slater & Co, Manchester
HYATT, EDWARD, Castle Donington, Leics, Gent. Aug 8. Wells & Hind, Nottingham
KENDERDINE, EMMA, Regent's park rd. Aug 31. Rising & Ravenscroft, Leadenhall st
LEETE, THOMAS COLCLOUGH, Liverpool, Auctioneer. Sept 1. Forshaw & Hawkins, Liverpool
MALLETT, JOSHUA, Chelmsford, Miller. Aug 15. Dixon, Chelmsford
MARSH, FRANCIS, East Retford, Grocer. Aug 30. Mee & Co, Retford
MAY, WILLIAM, New Shoreham, Sussex, Shipowner. Sept 29. Cripps, Steyning
MCCHEANE, THOMAS, Portsmouth, Merchant. Aug 23. King, Landport
MOXON, JAMES EDWARD, Godalming, Surrey, Gent. Aug 11. Simpson & Co, Moorgate st
PENDLEBURY, JOHN, Warrington, Lancs, Coal Merchant. Aug 14. Browne, Warrington
PIDCOCK, SPENCER, Weltje rd, Ravenscourt park, Hammersmith, Clerk in the Board of Trade. Aug 8. Everett, Fulham rd
POWNALL, GEORGE, Hulme, Lancs, Organ Builder. August 7. Lawson & Co Manchester
ROBINS, MITFORD GEORGE, Liverpool, Outfitter. August 20. Knowles & Symonds, Liverpool
ROTHWELL, RICHARD RAINSHAW, Bolton, Esq. August 7. Le Rich & Norman, Rood lane, or Holden & Holden, Bolton
SHERWOOD, ELLEN, Bromsgrove, Worcs. July 30. Horton, Bromsgrove
SIBARY, GEORGE, Garforth, Yorks, Gent. Sep 1. Dale, Leeds
SMITH, ELIZABETH, Bridgewater. July 31. Chapman & Co, Bridgewater
STAMER, JANE, High Wycombe, Bucks. August 20. Parker & Wilkins, High Wycombe
STEUART, WILHELMINA RAMSAY, New Brompton, Gillingham, Kent. Aug 11. Wood & McLellan, Chatham
THOMAS, EVAN, Cheetham, Manchester, Surgeon. Aug 19. Glynne-Jones & Jones, Bangor
VINTER, JOHN, Shakespeare rd, Herne hill, Gent. Aug 20. Waddy & Waddy, Finsbury pavement
WELLER, MARY ANN, Landor rd, Stockwell. Aug 24. Mason & Soper, Chancery lane
WOLSWORTH, JOHN GEORGE, Vicar of Warlingham cum Chelsham, Surrey. Aug 12. Bramsdon, Portsea
WYATT, EDWIN, Penmaenmawr, Carnarvon, Carriage Proprietor. Aug 13. Moss & Sharpe, Chester

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HIGGS.—July 3, at 29, Criffel-avenue, Streatham-hill, the wife of John Limbrey Higgs, solicitor, of a daughter.
ROBERTSON-MACDONALD.—July 5, at 12, Campden-house-road, Kensington, the wife of David Robertson-Macdonald, barrister-at-law, of a daughter.

MARRIAGES.

GURNER-BENNETT.—July 3, at South Kensington, Henry Edward Gurner, M.A., of the Middle Temple, barrister-at-law, to Eva Isabel, younger daughter of the late John Barter Bennett, of Melbourne.
LUMLEY-WOOD.—July 5, at Knightsbridge, Ralph Robert Lumley, barrister-at-law, to Florence, daughter of Mrs. John Wood, of Cheyne-gardens, Chelsea.

DEATHS.

BISSILL.—July 6, at Sleaford, Charles Edward Bissill, solicitor, aged 70.
WADDILOVE.—July 8, at Longcot, Bedford Park, Alfred Waddilove, D.C.L., of Trinity College, Oxford, barrister-at-law and advocate of Doctors'-commons, aged 84.

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, July 4.

RECEIVING ORDERS.

ATTFIELD, JAMES, Leicester, Greengrocer Leicester Pet June 30 Ord June 30

AUSTIN, JAMES, Glen Parke rd, Forest Gate, Timber Merchant High Court Pet July 1 Ord July 1

BARNES, WILLIAM PURKINS, Ramsgate, Bootmaker Canterbury Pet June 30 Ord June 30

BRADLEY, JOSEPH NOBLE, Sinclair gdns, West Kensington Park, Esq High Court Pet June 10 Ord July 1

BRECH, CHARLES ARTHUR, Crewe, Cheshire, Coachbuilder Crewe Pet June 28 Ord June 28

BOTTOMLEY, WALTER FEATHER, Leeds, Perambulator Manufacturer Leeds Pet June 19 Ord July 1

BOWER, JOHN ABIGAIL Brockley, Kent, Tutor Greenwich Pet July 1 Ord July 1

BOWSKILL, THOMAS, Rotherham, Engineer Sheffield Pet July 2 Ord July 2

CALV, WILLIAM, Adelaide rd, Haverstock hill, formerly Nurseryman High Court Pet June 16 Pet July 1

CAMM, GEORGE, Nottingham, Boot Dealer Nottingham Pet July 1 Ord July 1

DADE, GEORGE, Stonehouse, Devon, Hotel Waiter East Stonehouse Pet July 1 Ord July 1

DAVIES, PHILIP, Southborough, Kent, Grocer Tunbridge Wells Pet July 2 Ord July 2

DAVIS, RICHARD PERKIN, Birmingham, Silversmith Birmingham Pet June 30 Ord June 30

EKINS, EKIN, Datchet, Bucks, Butcher Windsor Pet June 13 Ord June 28

FRIEND, JOHN, West Brighton, Cab Proprietor Brighton Pet July 1 Ord July 1

HAMMOND, CHRISTOPHER, Eccles, Lancs, Fish Dealer Salford Pet June 17 Ord June 30

JENKINS, WILLIAM CHARLES, Silver st, Kensington, Grocer High Court Pet July 2 Ord July 2

JOHNSON, THOMAS, and ROBERT WILSON, Manchester, Chromo Lithographers Manchester Pet July 2 Ord July 2

JONES, FREDERICK WILLIAM, Burnley, Auctioneer Burnley Pet July 1 Ord July 2

KING, ALBERT, Hastings, Coaldealer Hastings Pet June 30 Ord June 30

LANGTON, JOSEPH, Queen Victoria st, Solicitor High Court Pet June 12 Ord July 2

MATTEI, TITO, Clifton hill, Musical Composer High Court Pet May 20 Ord June 30

MOUNT, HENRY, Upper Eythorne, Kent, Saddler Canterbury Pet July 2 Ord July 2

MURDOCH, HARRY ARTHUR, Leicester, Slipper Manufacturer Leicester Pet June 17 Ord July 1

NEWSON, EDWARD BOWDEN, Mincing lane, Tea Merchant High Court Pet June 3 Ord July 2

NEWTON, WILLIAM, Devizes, Wilts, Tailor Bath Pet June 30 Ord June 30

NICHOLLS, AUGUSTUS SAMUEL FRANK, Helpstone, Northamptonshire, Grocer Peterborough Pet July 2 Ord July 2

PICK, SAMUEL, Sproxton, Leicestershire, Baker Leicester Pet June 28 Ord June 28

POTTER, HENRY, Worthing, Sussex, Coal Merchant Brighton Pet June 27 Ord June 27

PRICHARD, HENRY STEWART, Aldershot, Captain in the Royal Scots Lothian Reg Guildford and Godalming Pet May 10 Ord June 28

RADFORD, FREDERICK RICHARD, Bristol, General Dealer Bristol Pet July 2 Ord July 2

RAYNER, WILLIAM, Ravensbourne st, St John's, Deptford, Carpenter Greenwich Pet June 27 Ord June 27

RHODES, CHRISTOPHER HERMAN, Friday st, Agent High Court Pet June 30 Ord June 30

ROBINSON, ELLEN, Norton, Aldingbourne, Sussex Brighton Pet June 11 Ord July 1

SHARP, JONATHAN, Silecroft, Cumberland, Innkeeper Whitehaven Pet July 1 Ord July 1

SHORT, CHARLES, Penzance, Tea Dealer Truro Pet June 30 Ord June 30

TURNER, ABEL, South Banks, Yorks, Labourer Stockton on Tees and Middlesborough Pet June 30 Ord June 30

TURNER, ROBERT, late King's rd, Chelsea, formerly Sec to the Savings Bank for Chelsea High Court Pet May 1 Ord June 26

TURNER, WILLIAM, York, Joiner York Pet June 30 Ord June 30

WALSH, WILLIAM, Sleaford, Lincs, Printer Boston Pet June 18 Ord July 2

WILLIAMS, THOMAS, Nelson, Llanfabon, Glam, General Dealer Pontypridd Pet June 28 Ord June 28

FIRST MEETINGS.

ANGEL, JOHN FAY, Okehampton, Devon, Master Mariner July 11 at 11 10, Athenæum terr, Plymouth

ATKINSON, RICHARD, Garston, Lancs, Master Mariner July 14 at 12 Off Rec, 25, Victoria st, Liverpool

ATTFIELD, JAMES, Leicester, Greengrocer July 14 at 12.30 Off Rec, 34, Friar lane, Leicester

BATCHELOR, ALBERT, Charlwood rd, Putney, Commercial Traveller July 15 at 11 24, Railway approach, London bridge

BOGGIS, EVERARD, Nottingham, Joiner July 14 at 11 Off Rec, St Peter's Church walk, Nottingham

BOOTH, JAMES WILSON, Muswell rd, Muswell hill, Commission Agent July 15 at 1 33, Carey st, Lincoln's inn

CHALCRAFT, FREDERICK, Steyning, Sussex, Joiner July 11 at 12 Off Rec, 4, Pavilion bldgs, Brighton

COLES, ROBERT, Hereford, Carpenter July 11 at 10 2, Offa st, Hereford

COOK, HENRY, Ipswich, Cab Proprietor July 10 at 11.30 Off Rec, Ipswich

CORRIGAN, JOHN, late of Manchester, Machinist July 11 at 3 Off Rec, Ordgen's chmbrs, Bridge st, Manchester

DENNIS, JOHN PIDDOCK, Tunbridge Wells, Confectioner July 14 at 1 24, Railway app, London Bridge

FAWCETT, THOMAS, Blackburn, Joiner July 11 at 2.30 County Court House, Blackburn

FAWKES, ISAAC, Stockdalewath, Dalston, Cumberld, Labourer July 14 at 12 12, Lonsdale st, Carlisle

FOALE, NATHANIEL CHARLES, Chesterton rd, North Kensington, Journeyman Carpenter July 15 at 2 30 33, Carey st, Lincoln's inn fields

GARRETT, ARTHUR, Brockley, Kent, Brewer July 14 at 11 24, Railway app, London Bridge

GEORGE, BENJAMIN, Talywain, nr Pontypool, Mon, Blacksmith July 12 at 12 Off Rec, Council chmbrs, Corn st, Newport, Mon

HICKLING, THOMAS SINGLEHURST, Nottingham, Mineral Water Manufacturer July 14 at 12 Off Rec, St Peter's Church walk, Nottingham

HUTCHINSON, JOHN, Crewe, Cheshire, Coal Merchant, July 16 at 11 30 Royal Hotel, Crewe

JAMES, JOHN, Tunstall, Staffs, Baker July 11 at 10 30 Off Rec, Newcastle under Lyme

LARKINS, FRANK, Ramsgate, Sewering Contractor July 14 at 3.15 72, High st, Ramsgate

MURDOCH, HARRY ARTHUR, Leicester, Slipper Manufacturer July 14 at 3 Off Rec, 34, Friar lane, Leicester

NEEDHAM, JOHN, Derby, late Provision Dealer July 11 at 3 Off Rec, St James's chbrs, Derby

PICK, SAMUEL, Sproxton, Leics, Baker July 14 at 12 Off Rec, 34, Friar lane, Leicester

PRATTENT, FRANCIS MOWBRAY, Southampton, Rear Admiral July 16 at 11 Off Rec, 4, East st, Southampton

PYBUS, JOHN, Sellack, Hereford, Farmer July 12 at 12 30 2, Offa st, Hereford

SALMON, JOHN, High Holborn, Furniture Dealer July 11 at 2.30 33, Carey st, Lincoln's inn

SIMON, DAVID, Caerleon, Mon, Market Gardener July 12 at 12.30 Off Rec, Council chmbrs, Corn st, Newport

SWIFT, JOHN, Dewsbury, Lodging house Keeper July 11 at 3 Off Rec, Bank chbrs, Batley

THOMPSON, ERNEST WILLIAM, Gresham st, Bookkeeper July 11 at 1 33, Carey st, Lincoln's inn

TURNER, WILLIAM, York, Joiner July 11 at 11 Off Rec, York

ULLMANN, MAXIMILIAN, Strand, Oyster Merchant July 11 at 12 33, Carey st, Lincoln's inn

WILLIAMS, GUILDFORD CROOME, Norwich, Tailor July 12 at 1 Off Rec, 8, King st, Norwich

WRIGGT, CHARLOTTE, Woolwich, Plumber July 14 at 12 24, Railway approach, London bridge

The following amended notice is substituted for that published in the London Gazette, June 27.

MARSH, WILLIAM SLODDEN, Ripple, Kent, Farmer July 14 at 10.30 Royal Oak Hotel, Dover

ADJUDICATIONS.

BRECH, CHARLES ARTHUR, Crewe, Coachbuilder Crewe Pet June 28 Ord June 28

BOGGIS, EVERARD, Nottingham, Joiner Nottingham Pet June 26 Ord June 30

BOWSKILL, THOMAS, Rotherham, Engineer Sheffield Pet July 2 Ord July 2

CRAVEN, ALFRED E, Warwick sq, Belgrave rd, Pimlico, no occupation High Court Pet May 3 Ord July 2

DAVIS, RICHARD PERKIN, Birmingham, Silversmith Birmingham Pet June 30 Ord July 1

DENNISON, JAMES, Halifax, Coachbuilder Halifax Pet June 13 Ord June 28

FRIEND, JOHN, West Brighton, Cab Proprietor Brighton Pet July 1 Ord July 2

GARCIA, EDWARD, Manchester, Theatrical Lessee Manchester Pet June 3 Ord June 30

HAMMOND, ALFRED, Bristol, Grocer Bristol Pet June 27 Ord June 30

HAMMOND, CHRISTOPHER, Eccles, Lancs, Fish Dealer Salford Pet June 17 Ord July 1

IDENDEN, THOMAS BURREN, Folkestone, Builder Canterbury Pet June 10 Ord July 1

IRELAND, HENRY, Belgrave, Leics, Shoe Pressman Leicester Pet June 10 Ord June 30

JENKINS, WILLIAM CHARLES, Silver st, Kensington, Grocer High Court Pet July 2 Ord July 2

JOHNSON, THOMAS, and ROBERT WILSON, Manchester, Chromo Lithographer Manchester Pet July 2 Ord July 2

JONES, FREDERICK WILLIAM, Burnley, Auctioneer Burnley Pet June 30 Ord July 2

KERSHAW, MARY ELIZABETH, Birstal, Yorks, Grocer Dewsbury Pet June 25 Ord July 2

KING, ALBERT, Hastings, Coaldealer Hastings Pet June 30 Ord June 30

LACHMANN, AUGUSTUS THEODORE, and CHARLES HENRY PHILLIPS, Fenchurch st, Cigar Merchants High Court Pet June 9 Ord June 30

MORGAN, L, Moorgate st, Merchant High Court Pet May 14 Ord July 2

MOUNT, HENRY, Upper Eythorne, Kent, Saddler Canterbury Pet July 1 Pet July 2

NEWTON, WILLIAM, Devizes, Wilts, Tailor Bath Pet June 30 Ord June 30

NICHOLLS, AUGUSTUS SAMUEL FRANK, Helpstone, Northamptonshire, Grocer Peterborough Pet July 1 Ord July 2

POTTER, HENRY, Worthing, Sussex, Coal Merchant Brighton Pet June 27 Ord June 27

RADFORD, FREDERICK RICHARD, Bristol, General Dealer Bristol Pet July 2 Ord July 2

RANDALL, RICHARD, Broadstairs, Kent, Draper Canterbury Pet June 13 Ord July 1

RAVENSCROFT, CHARLES SEPTIMUS, Wharfdale st, West Brompton, Manager to a Limited Liability Co High Court Pet June 27 Ord June 30

RAYNER, WILLIAM, Ravensbourne st, St John's, Deptford, Carpenter Greenwich Pet June 27 Ord June 27

RHODES, CHRISTOPHER HERMAN, Friday st, Agent High Court Pet June 30 Ord July 2

ROWLAND, ALEXANDER, Laurence Pountney lane, Soap Manufacturer High Court Pet March 25 Ord July 2

SERLE, FREDERICK, Leytonstone, Builder High Court Pet June 4 Ord July 2

SHARP, JONATHAN, Silecroft, Cumberland, Innkeeper Whitehaven Pet July 1 Ord July 1

SHILL, HARRY, Farnham, Surrey, Boot Merchant Guildford and Godalming Pet May 24 Ord June 28

SIMON, DAVID, Caerleon, Mon, Market Gardener Newport, Mon Pet June 28 Ord July 2

SMITH, WILLIAM, Hanover place, Regent's pk, Builder High Court Pet June 28 Ord June 30

STREETER, HENRY, Croydon, Carman Croydon Pet May 15 Ord June 28

THOMPSON, ALFRED, and MORDAUNT DICEY, Milk st bldings, Milk st, Manufacturer's Agents High Court Pet June 13 Ord July 1

TURNER, ABEL, South Banks, Yorks, Labourer Stockton on Tees and Middlesborough Pet June 30 Ord June 30

TURNER, WILLIAM, York, Joiner York Pet June 30 Ord June 30

London Gazette.—TUESDAY, July 8.

RECEIVING ORDERS.

ANDERTON, JOHN, Bradford, Accountant Bradford Pet July 4 Ord July 4

ANDREWS, ALEXANDER HARDING, Chapel pl, Crouch End, Hornsey, Ladies' Outfitter High Court Pet July 3 Ord July 3

ANDREWS, THOMAS, Huyton Quarry, Lancs, Contractor Liverpool Pet July 4 Ord July 4

ARKINSTALL, JOSEPH, Bolton, Watchmaker Bolton Pet June 30 Ord July 3

ASHWORTH, VISCIMUS, Accrington, formerly Underclothing Manufacturer Blackburn Pet July 4 Ord July 4

BARKER, JOSEPH HENRY, Selbrington, Yorks, Cheesemonger Wandsworth Pet June 12 Ord July 3

BEAUMONT, GEORGE, Chelmsford, Builder Chelmsford Pet July 4 Ord July 4

BEAVIS, LAURA LUCY, Bartholomew's rd, Kentish Town, Vegetarian Restaurant Proprietor High Court Pet July 3 Ord July 3

BROOMFIELD, ABRAHAM, Crewkerne, Somerset, out of business Yeovil Pet July 4 Ord July 4

BROWN, JOHN BRAY, Clawton Holsworthy, Devon, Yeoman Barnstaple Pet May 24 Ord July 4

COURTNEY, CHARLES WILLIAM, Sittingbourne, Kent, Cement Merchant Rochester Pet June 13 Ord July 3

CRIES, HENRY JAMES, Beckington, Somerset, Farmer Frome Pet July 3 Ord July 3

DAVIES, DAVID GRIFFITH, Birmingham, Hairdresser Birmingham Pet July 4 Ord July 4

DAVIS, JOHN, Mile End rd, Oilman High Court Pet July 5 Ord July 5

DUPUIS, MARIE LOUISE, Brighton, Dressmaker Brighton Pet July 5 Ord July 5

FRENCH, CHARLOTTE, and ROBERT JOSEPH FRENCH, Newport Pagnell, Bucks, Ironmongers Northampton Pet July 3 Ord July 3

HALFON, J S, late Duke st, Piccadilly, of no occupation High Court Pet May 23 Ord July 4

HARRISON, GEORGE, late of Halifax, Coachbuilder Halifax Pet June 25 Ord July 4

HEWITT, DAVID, Tiverton, nr Torporley, Cheshire, Provision Dealer Nantwich and Crewe Pet July 2 Ord July 2

HUGHES, JANE, Malltraeth, Anglesey, Grocer Bangor Pet July 5 Ord July 5

HUMPHREYS, DAVID, and FREDERICK ERNEST CARTER, Jewin cres, Mantle Manufacturers High Court Pet July 4 Ord July 4

JOHNSON, HENRY JESSE, Ashford, Kent, Tobacconist Canterbury Pet July 4 Ord July 4

JONES, Mrs E, Abbey st, Bermondsey, Oil Merchant High Court Pet June 16 Ord July 4

MAYHEW, GEORGE JEREMIAH, Gt George st, Westminster, Solicitor High Court Pet June 11 Ord July 2

MILLS, GEORGE PILKINGTON, Biggleswade, Beds, Cycle Manufacturer Bedford Pet June 21 Ord July 4

MOORE, JAMES, Pliton, Devon, Cattle Dealer Barnstaple Pet June 12 Ord July 4

POWELL, JOSHUA, Pentre Ystrad, Glam, Carpenter Pontypridd Pet July 2 Ord July 2

REYNOLDS, JAMES, Croydon, Builder Croydon Pet June 30 Ord June 30

RICHARDSON, JAMES, Wellesley rd, Gunnersbury, Barge Builder Brentford Pet July 2 Ord July 2

THOMAS, THOMAS, Maesteg, Glam, Printer Cardiff Pet July 3 Ord July 3

THOMASON, JOHN, Westleigh, Lancs, Printer Bolton Pet July 4 Ord July 4

WALKER, HENRY, Newton Heath, nr Manchester Tobacconist Manchester Pet July 3 Ord July 3

WEINRADE, ABRAHAM MAURICE, Burdett rd, Bow, Wholesale Jeweller High Court Pet June 6 Ord July 3

WELCH, HENRY, Waddesdon, Bucks, Baker Aylesbury Pet July 4 Ord July 4

WHEELER, WALTER HENRY, Bournemouth, Grocer Poole Pet July 4 Ord July 4

WHITLEY, JOHN, Bingley, Yorks, Provision Dealer Bradford Pet July 4 Ord July 4

The following amended notice is substituted for that published in the London Gazette of July 1.

FAWKES, ISAAC, Dalston, Cumb, Labourer Carlisle Pet June 28 Ord June 28

FIRST MEETINGS.

ANDERTON, JOHN, Bradford, Accountant July 18 at 12 Off Rec, 31, Manor row, Bradford

ARKINSTALL, JOSEPH, Bolton, Watchmaker July 15 at 11 16, Wood st, Bolton

BAKEWELL, THOMAS LUKE, Great Grimsby, late Licensed Victualler July 16 at 11 Off Rec, 3, Haven st, Great Grimsby

BARNARD, ARTHUR, Epsom, Surrey, Gent July 18 at 11 24, Railway approach, London Bridge

BENCH, CHARLES ARTHUR, Crewe, Coachbuilder July 15 at 12.15 Royal Hotel, Crewe

BROWNE, FREDERICK WILLIAM, and GERMAIN COLLADON, Wood st, General Merchants July 15 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

BROWNE, FREDERICK WILLIAM (Sep Estate), Devonshire pl, Portland pl, General Merchant July 15 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

CAMM, GEORGE, Nottingham, Boot Dealer July 15 at 11 Off Rec, St Peter's Church walk, Nottingham

COLE, WILLIAM, New Barnet, Herts, Licensed Victualler July 15 at 12 95, Temple chbrs, Temple avenue

COURTNEY, CHARLES WILLIAM, Sittingbourne, Kent, Cement Merchant July 17 at 11.30 Off Rec, High st, Rochester

CREES, HENRY JAMES, Beckington, Somerset, Farmer July 23 at 3 Off Rec, Bank chbrs, Bristol

DADE, GEORGE, Stonehouse, Devon, Hotel Waiter July 15 at 11 10, Athenæum ter, Plymouth

DAVIS, STEPHEN, Penge, Surrey, Ivory Worker July 17 at 12 24, Railway approach, London Bridge

DRAPER, ERNEST EDWARD, Barnstaple, Grocer July 16 at 11.15 Off Rec, 5B, Hammet st, Taunton

FITT, HARRY, King's Lynn, Saddler July 16 at 10.45 W. B. Whall, Market sq, King's Lynn

FRIEND, JOHN, West Brighton, Cab Proprietor July 16 at 3 Off Rec, 4, Pavilion bldngs, Brighton

HAMMOND, ALFRED, Bristol, Grocer July 23 at 12 Off Rec, Bank chmbrs, Bristol

HAMMOND, CHRISTOPHER, Eccles, Lancs, Fish Dealer July 15 at 2.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester

HARRISON, GEORGE, late of Halifax, Coachbuilder July 17 at 11 Off Rec, Townhall chmbrs, Halifax

HARRISON, HENRY, Leeds, Brass Finisher July 16 at 11 Off Rec, 22, Park row, Leeds

HEWITT, DAVID, Tiverton, nr Tarporley, Cheshire, Provision Dealer July 15 at 12.45 Royal Hotel, Crewe

JONES, FREDERICK WILLIAM, Burnley, Auctioneer July 17 at 1.45 Exchange Hotel, Nicolas st, Burnley

KIRK, WILLIAM, City rd, Veterinary Surgeon July 16 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

LAWTON & CO., Cornhill, Stock Brokers July 16 at 12 33, Carey st, Lincoln's inn fields

MAISEY, WILLIAM HENRY, Woodstock Plumber July 16 at 12 1, St Aldate's, Oxford

MANN, WILLIAM THOMAS (Separate Estate), Weybridge, Builder July 16 at 12 24, Railway app, London Bridge

MATHEWS, THOMAS, and WILLIAM THOMAS MANN, Weybridge, Surrey, Builders July 15 at 12 24, Railway app, London Bridge

MATHEWS, THOMAS (Separate Estate), Weybridge, Builder July 16 at 12 24, Railway app, London Bridge

NEWTON, WILLIAM, Devizes, Wilts, Tailor July 23 at 12.30 Off Rec, Bank chmbrs, Bristol

NICHOLLS, AUGUSTUS SAMUEL FRANK, Helpstone, Northamptonshire, Grocer July 30 at 12 Law Courts, New rd, Peterborough

POTTER, HENRY, Worthing, Sussex, Coal Merchant July 16 at 12 Off Rec, 4, Pavilion bldgs, Brighton

RADFORD, FREDERICK RICHARD, Bristol, General Dealer July 23 at 1 Off Rec, Bank chmbrs, Bristol

RAYNER, WILLIAM, Ravensbourne st, Deptford, Carpenter July 17 at 11 24, Railway app, London Bridge

SALTMARSH, GEORGE THOMAS, Eastcheap, Wine Merchant July 18 at 11 33, Carey st, Lincoln's inn fields

SERJT, FREDERICK, Leytonstone, Builder July 16 at 2.30 33, Carey st, Lincoln's inn

SEYFANG, EUGENE EDWARD, Brockley, formerly Clerk in Lloyd's July 16 at 11 24, Railway approach, London bridge

SEYMOUR, JOHN THOMAS, Lower Mitcham, Surrey, Grocer July 16 at 12 24, Railway approach, London bridge

SHARP, JONATHAN, Silecroft, Cumberland, Innkeeper July 15 at 12.30 67, Duke st, Whitehaven

SHEPPARD, FREDERICK JAMES, Towcester, Northamptonshire, Solicitor July 17 at 2.30 County Court bldgs, Northampton

SHERLOCK, THOMAS, Wolverhampton, Cabinetmaker July 22 at 11 Off Rec, Wolverhampton

SHILL, HARRY, Farnham, Surrey, Boot Merchant July 16 at 3 24, Railway approach, London bridge

SHORT, CHARLES, Penzance, Tea Dealer July 15 at 12 30 Off Rec, Boscawen st, Truro

STRAFFORD, GEORGE HENRY, West Hartlepool, Printer July 15 at 2 Off Rec, 25, John st, Sunderland

THOMASON, JOHN, Westleigh, Lancs, Printer July 16 at 11 16, Wood st, Bolton

WALKER, HENRY, Newton Heath, Manchester, Tobacconist July 15 at 3 Off Rec, Ogden's chbrs, Bridge st, Manchester

WALKER, JONATHAN FLETCHER, Leeds, Butcher July 16 at 12 Off Rec, 22, Park row, Leeds

WILDERS, CHARLES FREDERICK, Llangollen, Denbigh, Gent July 18 at 11 25, Colmore row, Birmingham

ADJUDICATIONS.

ANDERTON, JOHN, Bradford, Accountant Bradford Pet July 4 Ord July 4

ANDREWS, ALEXANDER HARDING, Chapel pl, Crouch End, Hornsey, Ladies' Outfitter High Court Pet July 3 Ord July 5

ANGEL, JOHN FRY, Okehampton, Devon, Master Mariner East Stonehouse Pet June 25 Ord July 3

ARKINSTALL, JOSEPH, Bolton, Watchmaker Bolton Pet June 30 Ord July 3

AUSTIN, JAMES, Glen Parke rd, Forest Gate, Timber Merchant High Court Pet July 1 Ord July 5

BEASLEY, JOSEPH NOBLE, Sinclair gardens, West Kensington pk, Esq High Court Pet June 10 Ord July 5

BEAUMONT, GEORGE, Chelmsford, Builder Chelmsford Pet July 4 Ord July 4

BEAVIS, LAURA LUCY, Bartholomew rd, Kentish Town, Vegetarian Restaurant Proprietor High Court Pet July 3 Ord July 3

CAMM, GEORGE, Nottingham, Boot Dealer Nottingham Pet July 1 Ord July 1

CAMPBELL, HUGH FLETCHER, Leeds, Insurance Agent Leeds Pet May 21 Ord July 3

CREES, HENRY JAMES, Beckington, Somerset, Farmer Frome Pet July 2 Ord July 3

DADE, GEORGE, Stonehouse, Devon, Hotel Waiter East Stonehouse Pet July 1 Ord July 3

DAVIS, JOHN, Mile End rd, Oilman High Court Pet July 5 Ord July 5

DOHERTY, OSCAR C., formerly Hill st, Knightsbridge High Court Pet June 3 Ord July 5

FOSTER, T. J., late of Beckenham, Kent, Fishmonger High Court Pet May 24 Ord July 4

FRENCH, CHARLOTTE, and ROBERT JOSEPH FRENCH, Newport Pagnell, Bucks, Ironmongers Northampton Pet July 3 Ord July 3

HEWITT, DAVID, Tiverton, nr Tarporley, Cheshire, Provision Dealer Nantwich and Crewe Pet July 2 Ord July 2

IMPERIALI, WILLIAM GIOVANNI, Edgware rd, late Jeweller's Assistant High Court Pet May 28 Ord July 4

JOHNSON, HENRY JESSE, Ashford, Kent, Tobacconist Canterbury Pet July 3 Ord July 4

LAWLER, WILLIAM, Southport, Cab Proprietor Liverpool Pet June 3 Ord July 4

LEAVER, THOMAS BIRD, Newman's row, Lincoln's inn fields, Law Stationer High Court Pet Mar 21 Ord July 4

LEVIS, ALEXANDER, Mile End rd, Butcher High Court Pet Jan 28 Ord July 5

MACFEE, ROBERT FALCONER, Liverpool, Incorporated Accountant Liverpool Pet May 30 Ord July 5

MATHEWS, THOMAS, and WILLIAM THOMAS MANN, Weybridge, Surrey, Builders Kingston Pet June 23 Ord July 2

MEGONE, NORFOLK, Gateley rd, Brixton High Court Pet Mar 6 Ord July 5

POTTER, HENRY, Queen Victoria st, Commission Agent High Court Pet April 28 Ord July 5

POWELL, JOSHUA, Pentre Ystrad, Glam, Carpenter Pontypridd Pet June 30 Ord July 2

SEYFANG, EUGENE EDWARD, Brockley, Kent, formerly Clerk in Lloyd's Greenwich Pet June 20 Ord July 1

SHERLOCK, THOMAS, Wolverhampton, Cabinet Maker Wolverhampton Pet June 27 Ord July 4

SHORT, CHARLES, Penzance, Tea Dealer Truro Pet June 30 Ord July 4

STRAFFORD, GEORGE HENRY, West Hartlepool, Printer Sunderland Pet June 9 Ord July 4

SYMMS, HENRY, Liverpool, Furniture Dealer Liverpool Pet June 9 Ord July 4

THOMAS, THOMAS, Maesteg, Glam, Printer Cardiff Pet July 3 Ord July 3

THOMASON, JOHN, Westleigh, Lancs, Printer Bolton Pet July 4 Ord July 4

TURNER, ROBERT, late King's rd, Chelsea, formerly Secretary to the Savings Bank of Chelsea High Court Pet May 1 Ord July 3

WALKER, HENRY, Newton Heath, nr Manchester, Tobacconist Manchester Pet July 3 Ord July 3

BANKRUPTCY ANNULLED.

HARLEY, JOHN EDWIN, King William st, Architect High Court Adjud Sept 18, 1889 Annul July 3

ADJUDICATION ANNULLED.

MOON, WILLIAM, Andover, Hampshire, Gent Salisbury Adjud June 13, 1887 Annul March 14

SALES OF ENSUING WEEK.

July 14.—Messrs. BAKER & SONS, in a Marquee on the Estate, Freehold Building Plots (see advertisement, June 7, p. 14).

July 14.—Messrs. BRADEL & Co., at the Mart, E.C., at 2 o'clock, Freehold Residental Estate, &c. (see advertisement, June 7, p. 16).

July 14.—Messrs. G. A. WILKINSON & SON, at the Mart, E.C., at 2 o'clock, Perpetual Debenture Stock in the South Metropolitan Gas Co. (see advertisement, July 5, p. 613).

July 15.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold Investments (see advertisement, June 7, p. 11).

July 16.—H. T. COBAY, Esq., at the Mart, E.C., at 2 o'clock, Fire and Life Assurance Shares (see advertisement, this week, p. 631).

July 16.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Property and Long Leasehold Estate (see advertisement, this week, p. 630).

July 16.—Messrs. HUMBERT, SON, & FLINT, in a Marquee on the Estate at 1.30, Building Sites (see advertisement, July 5, p. 612).

July 16.—Messrs. ROGERS, CHAPMAN, & THOMAS, at the Mart, E.C., at 2 o'clock, Leasehold Property (see advertisement, June 7, p. 15).

July 17.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 o'clock, Freehold Investment (see advertisement, July 5, p. 4).

July 18.—Messrs. HUMBERT, SON, & FLINT, at the Mart, E.C., at 2 o'clock, Absolute Reversion (see advertisement, July 5, p. 612).

July 18.—Messrs. NORTON, TRIST, & GILBERT, at the Mart, E.C., Residential Property (see advertisement, June 7, p. 13).

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